



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

December 4, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: ANTELOPE VALLEY
LANDSCAPE MAINTENANCE SERVICES
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act.
2. Find that these services can be more economically performed by an independent contractor than by County employees.
3. Award the contract for Antelope Valley Landscape Maintenance Services in the annual sum of \$43,215 to Santiago Gonzalez, d.b.a. Alma Gardening Company, located in Acton, California, and direct the Chair to execute the contract. This contract will be for a period of one year commencing on December 16, 2007, with two 1-year renewal options, not to exceed a total contract period of three years.
4. Authorize the Director of Public Works or his designee to annually increase the contract amount up to an additional 25 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

5. Authorize the Director of Public Works or his designee to renew the contract for each additional renewal option if, in the opinion of the Director of Public Works, the contractor has successfully performed during the previous contract period and the services are still required; to approve contractor's entity change in accordance with your Board's policy on contractor mergers/acquisitions; and to suspend work if, in the opinion of the Director of Public Works, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to award a contract for Antelope Valley Landscape Maintenance Services. This contract will provide landscaping services at various County facilities within the unincorporated County areas. The work to be performed will consist of removal of weeds, debris, graffiti, and trash to minimize the risk of insect infestations, disease, and/or vermin. The Department of Public Works (Public Works) has contracted these services since 1997.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Service Excellence (Goal 1), Organizational Effectiveness (Goal 3), Fiscal Responsibility (Goal 4), and Community Services (Goal 6). Having a contractor that has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The contract is for an annual amount not to exceed \$43,215, plus 25 percent for unforeseen, additional work within the scope of work of the contract. This amount is based on Public Works' estimated annual requirements for the service at the unit prices and the hourly rates quoted by the contractor.

Financing for these services is included in the Fiscal Year 2007-08 various fund budgets.

This Proposition A contract does not allow for a cost-of-living adjustment for the optional years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended contractor is Santiago Gonzalez, d.b.a. Alma Gardening Company, located in Acton, California. This contract will commence on December 16, 2007, for a period of one year. With your Board's delegated authority, the Director of Public Works (Director) may renew the contract for two 1-year renewal options, not to exceed a total contract period of three years.

The attached contract (Attachment A) has been executed by the contractor and approved as to form by County Counsel.

The recommended contractor is in compliance with the Chief Executive Officer, County Counsel, and your Board's requirements.

On September 4, 2007, Agenda Item 40, your Board authorized the Director to execute the amendments to contracts administered by Public Works, involving assignments resulting from acquisitions, mergers, or other changes in contractor ownership, as well as contractor's name changes, subject to review and approval by County Counsel, and notification to your Board offices and Chief Executive Officer in accordance with Board Policy 9.041, Evaluation of Vendors/Contractors Engaged in Mergers or Acquisitions.

The contract contains terms and conditions supporting your Board's sponsored policies, such as contractor responsibility and debarment, jury service requirements, the Newborn Abandonment Law (Safely Surrendered Baby Law), and charitable activities compliance.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record that reflects its past activities have been conducted according to reasonable standards of safety.

In accordance with the Chief Executive Officer's June 15, 2001, instructions, this is Public Works' assurance that the contractor will not be requested to perform services that will exceed the contract's approved amount, scope of work, and/or terms.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 (h) of the CEQA Guidelines.

CONTRACTING PROCESS

On August 9, 2007, Public Works solicited proposals from 460 independent contractors and community business enterprises to accomplish this work. Also, a notice of the Request for Proposals (RFP) was placed on the County's bid website (Attachment B), and an advertisement was placed in the *Los Angeles Times*.

Pursuant to the applicable memorandum of understanding, the RFP for these contracted services was submitted on August 9, 2007, to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

On September 5, 2007, two proposals were received. The proposals were first reviewed to ensure they met the minimum requirements in the RFP. All proposals met these requirements and were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP, which included price, experience, work plan, financial resources for living wage contracts, references, and demonstrated controls over labor/payroll record keeping. Based on this evaluation, it is recommended that this contract be awarded to the highest-rated, responsive, and responsible proposer, Santiago Gonzalez, d.b.a. Alma Gardening Company, located in Acton, California.

Attachment C reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This work is being contracted in accordance with procedures authorized under County Charter Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in County Code Section 2.121.380 have been met.

Since this is a Proposition A contract, Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay its full-time employees providing County services a Living Wage.

The Honorable Board of Supervisors
December 4, 2007
Page 5

Using methodology approved by the Auditor-Controller, Public Works has calculated the cost-effectiveness of contracting for this service. Based on the cost calculations, Public Works has determined that this service can be more economically performed by an independent contractor than by County employees.

Public Works has accessed available resources to review and assess the proposed contractor's past performance, history of Labor Law violations, and prior performance on County contracts.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees as these services are presently contracted with the private sector.

CONCLUSION

Please return one adopted copy of this letter along with the Contractor Execute and Department Conform copies to the Department of Public Works, Administrative Services Division. The original Board Execute copy should be retained for your files.

Respectfully submitted,



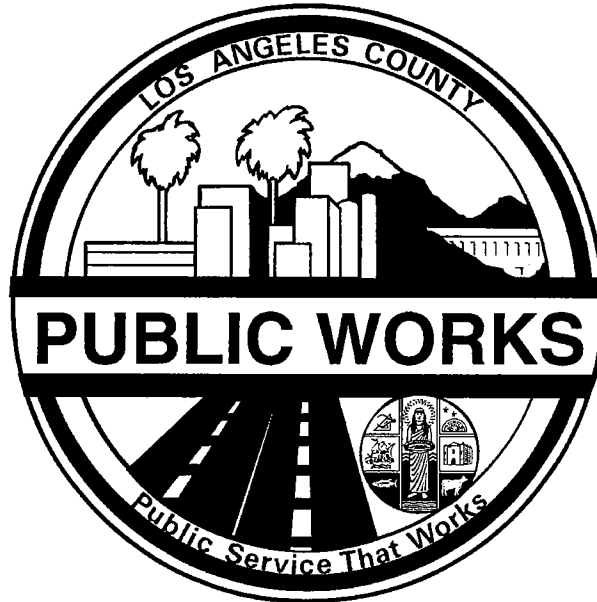
WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DLW
GZ:dw

Attachments (3)

c: County Counsel
Office of Affirmative Action Compliance
Department of Public Works (Road Maintenance)

Part II Agreement



BY AND BETWEEN

THE COUNTY OF LOS ANGELES,
DEPARTMENT OF PUBLIC WORKS

AND

SANTIAGO GONZALEZ, D.B.A. ALMA GARDENING COMPANY

FOR

ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES

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AGREEMENT FOR
ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES

THIS AGREEMENT, made and entered into this 4th day of December, 2007, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and SANTIAGO GONZALEZ, ALMA GARDENING COMPANY, a sole proprietorship (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said COUNTY of the CONTRACTOR'S Proposal filed with the COUNTY on September 5, 2007, hereby agrees to provide services as described in the attached specifications for Antelope Valley Landscape Maintenance Services, including, but not limited to, Exhibit A, Scope of Work.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Area Maps; the CONTRACTOR'S Proposal, all attached hereto; the Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the COUNTY and the CONTRACTOR to constitute the Contract Documents.

THIRD: The COUNTY agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an amount not to exceed \$43,215 per year (Maximum Contract Sum), or such greater amount as the Board may approve.

FOURTH: This Contract's initial term shall be for a period of one year commencing on December 16, 2007. At the discretion of the COUNTY, this Contract may be extended in increments of one year, not to exceed a total contract period of three years. The COUNTY, acting through the Director, may give a written notice of intent to extend this Contract at least 30 days prior to the end of each term.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

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SIXTH: Public Works will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

County of Los Angeles Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: No cost-of-living adjustments shall be granted for the optional renewal periods.

ELEVENTH: In the event that terms and conditions, which may be listed in the CONTRACTOR'S Proposal, conflict with the COUNTY'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT, including, but not limited to, Exhibits A through E, inclusive, the COUNTY'S provisions shall control and be binding.

TWELFTH: The CONTRACTOR agrees in strict accordance with the Contract specifications and conditions to meet the COUNTY'S requirements.

THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

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IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By

Yvonne B. Burke
YVONNE B. BURKE
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles



By

Sachi A. Hamai
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

APPROVED AS TO FORM:

36 DEC 04 2007

RAYMOND G. FORTNER, JR.
County Counsel

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

By

Raymond G. Fortner, Jr.
Deputy

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By

Sachi A. Hamai
Deputy

SANTIAGO GONZALEZ, d.b.a. ALMA
GARDENING COMPANY

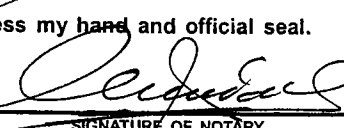

By

Santiago Gonzalez
Sole Proprietor

SANTIAGO GONZALEZ

Type or Print Name

ALL-PURPOSE ACKNOWLEDGMENT

<p>State of <u>California</u> } County of <u>Los Angeles</u> } On <u>11/05/2007</u> before me <u>Michael M. Osorio, Notary Public</u> <small>NAME, TITLE OF OFFICE - e.g. "Jane Doe, Notary Public"</small></p> <p>personally appeared <u>Santiago Gonzalez</u> _____ <small>NAME(S) OF SIGNER(S)</small> <u>d.b.a. Alma Gardening Company</u> <input type="checkbox"/> personally known to me -OR- <input checked="" type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p>Witness my hand and official seal.  <small>SIGNATURE OF NOTARY</small></p> <div style="border: 1px solid black; padding: 5px; text-align: center;">  <p>MICHAEL M. OSORIO Commission # 1717679 Notary Public - California Los Angeles County My Comm. Expires Jan 28, 2011</p> </div>	<p>CAPACITY CLAIMED BY SIGNER(S) <input checked="" type="checkbox"/> INDIVIDUAL(S) <input type="checkbox"/> CORPORATE OFFICER(S) _____, AND _____</p> <p><input type="checkbox"/> PARTNER(S) _____ TITLE(S) _____ <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GARDIAN/CONSERVATOR <input type="checkbox"/> OTHER: _____</p> <p>SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES) _____ _____ _____</p>		
<p>ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to unauthorized document.</p> <table style="width: 100%;"> <tr> <td style="width: 30%; vertical-align: top;"> <p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p> </td> <td style="width: 70%;"> <p>Title or Type of Document _____</p> <p>Number of Pages _____ Date of Document _____</p> <p>Signer(s) Other Than Named Above _____</p> </td> </tr> </table>		<p>THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:</p>	<p>Title or Type of Document _____</p> <p>Number of Pages _____ Date of Document _____</p> <p>Signer(s) Other Than Named Above _____</p>
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SCOPE OF WORK

ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (2007-PA062)

A. Public Works Contract Manager

Public Works Contract Manager will be Ms. Laura San Martin of Road Maintenance Division, who may be contacted at (661) 947-7173 Extension 244, e-mail address: lsanmartin@dpw.lacounty.gov, Monday through Friday, 6:30 a.m. to 3 p.m. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in Contract Manager.

B. Work Location

Landscape maintenance services will be required at the following work locations, Drainage Basin Assessment Areas (D.B.A.A.):

1. D.B.A.A. No. 5 - Southwest corner Avenue M-4 and Shain Lane, Quartz Hill.
2. D.B.A.A. No. 8 - Northeast corner Conestoga Drive and 45th Street West, Quartz Hill.
3. D.B.A.A. No. 9 - Southeast corner Avenue L-4 and 62nd Street West, Quartz Hill.
4. D.B.A.A. No. 13 - Southeast corner Avenue L-8 and 42nd Street West, Quartz Hill.
5. D.B.A.A. No. 15 - Northeast corner Avenue L-4 and La Gabriella Drive, Quartz Hill.
6. D.B.A.A. No. 17 - Southwest corner Avenue M-8 and 51st Street West, Quartz Hill. Includes concrete trapezoidal channel between Avenue M-8 and Avenue M-4.
7. D.B.A.A. No. 22 - Southeast corner Avenue M-2 and Elk Run Lane, Quartz Hill.
8. D.B.A.A. No. 23 - Southwest corner Avenue L-4 and 51st Street West, Quartz Hill.
9. D.B.A.A. No. 25 - Northeast corner Serene Avenue and 43rd Street West, Quartz Hill.

10. D.B.A.A. No. 26 - Southeast corner Avenue L-4 and 52nd Street West, Quartz Hill.
11. D.B.A.A. No. 28 - Southwest corner Avenue M-12 and 51st Street West, Quartz Hill.
12. Ridge Route Road Median – Lake Hughes Road/Castaic Lake Drive (landscaped median), Castaic.
13. Pico Canyon Road Median – 170 feet west of Whispering Oaks Road/Stevenson Ranch Parkway (landscaped median), Stevenson Ranch.
14. Ocotillo School Drive – Cie Court / Elizabeth Lake Road (landscaped parkway), Palmdale.
15. Road Maintenance District 5 Headquarters (MD5) – 38126 N. Sierra Highway, Palmdale.
16. Road Division 556 Yard (RD556) – 27624 Parker Road, Castaic.

C. Work Description

1. Work Description General

The Contractor's work shall include all labor, equipment, supervision, and materials required to maintain the landscaping at the above-described work locations including but not limited to:

- a. Maintain weeds to a maximum of 3 inches in height. Aquatic growth shall be removed if greater than 1 square yard or taller than 3 inches over basin water height.
- b. Interior of basins and 4 feet around outside perimeter wall/fence shall be kept free of all debris, trash, leaves, branches, papers, bottles etc.
- c. Herbicide may be used for the control of weeds and unwanted vegetation. If chemical weed control methods are to be utilized, then the Contractor shall only use products recommended by a Pest Control Adviser certified by the State of California, provided by Public Works. Application of said product shall only be done under the direct supervision of a California Qualified Applicator certified by the State of California and registered with the County of Los Angeles. Contractor shall provide for the service of the aforementioned certified California Qualified Applicator at

Contractor's expense. For any herbicide to be used for this contract, the type and concentration of herbicide will require approval by Public Works prior to usage.

- d. Contractor shall sweep all adjacent concrete areas, sidewalks, patios, etc., clean of all leaves, grass, debris, and trash at least twice a month.
 - e. Graffiti on all concrete or masonry surfaces such as walls, sidewalks, curbs, access ramps, etc., or on all metal signs, gates etc., shall be removed within 24 hours upon either the discovery during the Contractor's routine inspection/maintenance or by notification from Public Works. Occurrences of graffiti covering large areas shall be reported to Public Works.
 - f. Cuttings, trash, and debris shall be collected and properly disposed at a legally recognized landfill at the expense of the Contractor or at a location designated by Public Works. Disposal receipts shall be made available upon request.
 - g. Maintenance of a concrete trapezoidal channel, part of D.B.A.A. No. 17, approximately 1,300 feet in length between Avenue M-4 and Avenue M-8 (See D.B.A.A. No. 17 Location Map). Maintenance shall include keeping the right of way, channel, and channel walls free of vegetation, mud, debris, bottles, papers, trash, and graffiti.
 - h. Clear all weeds and undesirable vegetation growing up along the inside and the outside of perimeter block walls and fencing, continuing to the curb face.
 - i. Contractor shall apply fertilizer to plants within beneficial vegetation beds twice a year or as required to stimulate growth.
2. Work Description – Drainage Basin Assessment Areas 5, 17, 23, 28.

D.B.A.A.s 5, 17, 23, and 28 have irrigation systems and beneficial landscaping. In addition to the general work description above, at any basin with beneficial landscaping and irrigation systems, the Contractor's work shall include all labor, equipment, supervision, and materials required to maintain the landscaping, including but not limited to:

- a. All beneficial landscaping such as identified trees, shrubs, climbing plants, groundcover, etc., and irrigation system such as bubblers, sprinkler heads, P.V.C. pipe fittings and risers etc., shall be maintained and not be damaged by the Contractor's maintenance

operations or herbicide applications. The Contractor shall replace any beneficial landscaping and irrigation system damaged by his/her operations at his/her expense.

- b. Contractor personnel shall inspect the irrigation system for broken and clogged heads, malfunctioning or leaking valves, or any other conditions that hamper the correct operation of the system. Any conditions found hampering the operation of the system is to be reported to this Public Works within two days.
- c. Contractor shall manage and adjust the automatic irrigation controllers to ensure all beneficial vegetation receives the proper amount of water to promote healthy growth and avoid water waste. Specific care must be taken to keep irrigation run-off to a minimum. Contractor shall turn off the irrigation system during rainy weather or high moisture periods where watering is not required. From December 2 to March 31 (winter months) the irrigation schedule shall be adjusted to midday to prevent the likelihood of irrigation run-off freezing on adjacent concrete surfaces and sidewalks. From April 1 to November 30, the irrigation schedule shall be set to early morning to maximize infiltration into the soil.
- d. Contractor shall prune or trim groundcover neatly away from shrubs, trees, walks, walls, headers, etc., twice a month or as necessary.
- e. Contractor shall prune shrubs to maintain a natural shape and proper size as a continuous operation so plants will not develop stray or undesirable growth. Contractor shall prune shrubs at least once a month during growing season.
- f. Contractor shall clean beneficial landscaping beds of all debris, trash, leaves, branches, papers, bottles etc.
- g. Contractor shall replace dead, missing, and unhealthy looking plants to maintain full, even, and healthy looking planting beds. Plants shall not be replaced with different types unless there is consistency in design. Plants shall be replaced with the type specified by Public Works. Cost for replacement plants shall be considered an extra cost above the contract bid amount and included in Section 6, Schedule of Prices, Item 2a, 1-Gallon Plant Material and Installation (Each).
- h. Contractor shall regularly cultivate the open soil between plants and remove intruding weeds from the beneficial vegetation beds.

- i. Contractor shall inspect all plants for vermin or insect infestations and/or disease. Chemical means shall be employed if required, for disease, vermin, and/or insect infestations such as aphids, mealybugs, mites, snails, whiteflies, thrips, fungus diseases, gophers etc.
3. Work Description – Ridge Route and Pico Canyon Medians, Ocotillo School Parkway.

Ridge Route Road between Lake Hughes Road and Castaic Lake Drive in Castaic has a landscaped median approximately 1700 feet in length. Pico Canyon Road from 170 feet west of Whispering Oaks Road to Stevenson Ranch Parkway has a landscaped median approximately 1600 feet in length. Ocotillo School Drive between Cie Court and Elizabeth Lake Road has a landscaped parkway approximately 900 feet in length. In addition to the general work description above, the Contractor's work shall include all labor, equipment, supervision, and materials required to provide median and parkway landscape maintenance services in a neat, orderly, and professional manner in accordance with these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits.

a. Tree Care

The Contractor shall adhere to the following tree staking and tying requirements:

- i. Replace missing or damaged stakes where the tree diameter is less than 3 inches.
- ii. Install stakes in those cases where the tree has been damaged and requires staking for support.
- iii. Check tree ties once a month and either retie or remove along with the stakes where the tree diameter is more than three inches. Removal of tree stakes may be requested by Public Works for trees with a diameter less than three inches.

The cost for this item is to be included in the itemized price in Section 6, Schedule of Prices, Ridge Route and Pico Canyon medians, Ocotillo School parkway, Item 16.

b. Shrubbery and Vines Trimming and Care

- i. Contractor shall trim shrubbery and vines only to restrict growth of shrubbery and vines onto the adjacent roads, driveways, and walkways. To maintain safe vehicular and pedestrian visibility at street crossings, all shrubbery and vines shall be kept trimmed to a maximum height of 4 feet.
- ii. Contractor shall trim the shrubs a minimum of once a year during the month of March and as needed during the rest of the year to ensure they do not grow taller than four feet. These shrubs shall be trimmed no shorter than 3 1/2 feet in height.
- iii. It is the intention for the landscape within the road right of way to look natural. If pruning is necessary, Contractor shall prune back branches individually and not shear plants.

c. Groundcover Trimming and Care

- i. Contractor shall remove all dead or diseased braches as they develop.
- ii. Contractor shall keep all groundcover adjacent to roadways away from the paved surfaces. The groundcover shall be pruned back from the paved surfaces so that the edges look natural, not sheared off. Any runners that start to climb right of way fencing, shrubs or trees shall be pruned out of these areas.
- iii. Contractor shall prune the groundcover once a year during early spring.

d. Ornamental Grass Trimming and Care

- i. Contractor shall keep ornamental grass areas in their natural form.
- ii. Contractor shall mow/cut ornamental grass in an artisan-like manner without scalping or allowing excessive cuttings to remain.

e. Litter Control

- i. Contractor shall remove paper, glass, trash, undesirable materials, and other accumulated debris within the landscape areas, including, but not limited to planted areas, rock areas, gravel areas, adjoining access roads and driveways, and drains.
- ii. Litter control shall take place once every week by the Contractor.

f. Weed Control

i. Shrubbery, Groundcover, Ornamental Grass Area

- 1) Contractor shall keep all landscape areas, including shrubbery, groundcover, and ornamental areas weed free at all times.
- 2) Contractor shall remove weeds manually or by cultivation where appropriate. The Contractor may use preemergent weed control. Contractor shall weed at least once a week.

ii. Stone and Decomposed Granite Areas

Contractor shall keep all landscape stone areas, gravel areas, and decomposed granite areas weed free at all times. Contractor shall remove weeds by hand, weed whipping, or the use of chemical weed control.

iii. Paved Areas

Contractor shall remove all weeds from walkways, drainage areas, expansion joints and cracks in all hard surface areas, driveways, and roadways within the work limit. Contractor shall remove weeds by hand, weed whipping, or the use of chemical weed control.

g. Watering and Irrigation System Management

Contractor shall be responsible for the operation of the automatic irrigation controllers and management of the complete irrigation system to provide the proper amount of water to the various species of plants. The irrigation system is automatically controlled through an automatic irrigation controller and remote control valves.

The automatic irrigation controllers are located: on the east side of Ridge Route Road approximately 300 feet north of Lake Hughes Road for the Ridge Route Median, on the north side of Pico Canyon Road approximately 300 feet east of Southern Oaks Drive, near street light pole SCE 4455745E, for the Pico Canyon Median, and on the corner of Ocotillo School Drive and Cie Court for the Ocotillo School Parkway. All irrigation systems for groundcover, shrubs, and trees are a combination of permanent, below ground, water-conserving drip systems and adjustable bubbler systems.

i. Irrigation

- 1) Contractor shall operate the irrigation system so as not to cause excessively wet, "waterlogged" areas. Native and drought-tolerant plant material has been used throughout the project and requires a minimal amount of water. Overwatering may cause the plants to die. The Contractor shall incorporate infrequent deep-watering techniques to encourage deep-rooting, drought-tolerant plant characteristics to promote a self-sustaining, irrigation-free landscape.
- 2) When determining the watering schedule (controller settings for water quantities and frequencies), Contractor shall consider the season, weather (rainfall and temperature), variation in size and varieties of plants, along with the desired infrequent deep-watering technique. From December 1 to March 31 (winter months) the irrigation schedule shall be adjusted to midday to prevent the likelihood of irrigation runoff freezing on adjacent concrete surfaces and sidewalks. From April 1 to November 30, the irrigation schedule shall be set to early morning to maximize infiltration into the soil.
- 3) If necessary, Contractor shall use a moisture sensing device to determine water penetration into the soil.
- 4) Contractor shall turn off the irrigation system at the controller during or following rainy weather when the soil has a high enough moisture content that watering is not required.

- 5) If an automatic irrigation system, or a portion of a system, malfunctions, the Contractor shall be responsible for the manual manipulation of that system for a period of 30 days. Contractor shall report all systems which require manual operation to Public Works representative at the end of each week and also on the monthly maintenance report. Contractor's schedule for operating the irrigation system manually shall be approved by Public Works representative for the manual operation to count toward the 30-day required period of manual operation. A system must be manually operated a minimum of once a week for the week to qualify as part of the 30-day required period of manual operation. One manual operation of a system cannot count towards more than one week of the 30-day manual operation requirement. If the system requires manual manipulation for a longer period than the 30-day period the Contractor is required to provide, then Public Works representative may opt to pay the Contractor supplementally to continue the manual manipulation, or may decide to terminate the supplemental irrigation.
- 6) If Public Works approves manual operation of the irrigation system past the 30-day period, the contractor will be reimbursed at the bid hourly rate for personnel to manually operate the system. The County will not pay for preparation time or travel time to and from the jobsite, only the actual time spent manually operating the irrigation system. The Contractor's schedule for operating the irrigation system manually must be approved by Public Works representative as part of the approval for the Contractor to manually operate the irrigation system. The hourly cost to manually operate the irrigation system, past the required 30 day period, is not to be included in the total proposed price. This cost is to be included on Section 6, Schedule of Prices, Item N.3, Hourly Cost for Manual Operation of Irrigation System Past the Required 30-Day period.

ii. Irrigation System – Inspection and Maintenance

- 1) Contractor shall be responsible for the inspection and maintenance of the entire irrigation system and for specific repairs/ replacements as noted in Section 2, Scope of Work, Item E.7. The County will be responsible for the repair or replacement of broken/worn-out components of the irrigation system: automatic controllers, backflow devices, gate valves, flow sensors, pressure regulators, wye strainers, filters, quick couplers, etc. The County will also be responsible for the inspection/certification of the mainline backflow devices located at each water service meter.
- 2) The County may at its discretion have the Contractor make additional repairs and or replacements to the irrigation system. Contractor will be reimbursed for these repairs at the hourly price for irrigation repairs or at a price agreed upon by the County and the Contractor, whichever is least. The County will not pay for preparation time or travel time to and from the job site for these repairs. Contractor may impose a four hour minimum to be charged for emergency repairs. If the Contractor requests the above-mentioned minimum hour charge, it should be noted on the price for the hourly rate. The hourly bid price for irrigation repairs is not to be included in the total price, it is to be included in Section 6, Schedule of Prices, Item P.4, Hourly Cost for Irrigation System Repairs, 4-Hour Minimum for Emergency Call Out Repairs. For work described in this paragraph, Contractor will be reimbursed for parts provided by the Contractor to make repairs at a price agreeable to the Contractor and Public Works representative.
- 3) To ensure the operability and the correct adjustment of the irrigation system, Contractor shall cycle controller through each station manually and automatically to check the function of all facets of the irrigation system, report any damage or incorrect operation to Public Works representative, and include that information on the monthly maintenance report. This inspection is to be performed once a month or more frequently if problems/conditions indicate a need. Beyond regular testing, irrigation systems shall

be tested/inspected as necessary when damage is suspected, observed, or reported to the Contractor by Public Works. The cost for these additional inspections are to be included in the lump sum price in Section 6, Schedule of Prices, Item L, "All other items of work, such as tree trimming and care, groundcover trimming and care, ornamental grass trimming and care, weed control, litter control, watering and irrigation management, rodent control, graffiti abatement, etc."

iii. Contractor shall perform the following tasks:

- 1) Respond to requests he/she receives from Public Works, pertaining to waterline breaks, etc. requiring an emergency response to shut off water or turn off the irrigation system (other than normal working hours). Contractor will be reimbursed for costs under Section 6, Schedule of Prices, Item P.5, Flat Rate for Emergency Call Back to Shut Off Water/Turn Off Irrigation System. This item is not to be included in the total proposed price.
- 2) Repair or replace damaged bubbler heads and risers as necessary.
- 3) Clean or replace clogged bubbler heads and risers as necessary.
- 4) Clean or replace clogged or damaged drip line emitters.
- 5) Repair/replace immediately all broken drip lines or emitters which are causing a loss of water creating ponding or erosion.
- 6) Maintain the filters for the drip system to help prevent the emitters from clogging. All filters at remote control valves shall be inspected and cleaned every two months. The location of any filter found to be worn out during this inspection shall be reported to Public Works representative within one week of the discovery and also included on the required monthly maintenance report. The drip system filters are located within vaults located at the bottom of the backslope.

- 7) Inspect and clean mainline filters, wye strainers, basket filters, and the filters at the backflow devices twice a year. The location of any filter found to be worn out during this inspection shall be reported to Public Works representative within one week of the discovery and also included on the required monthly maintenance report.
 - 8) Recover and refasten removed valve box covers. Contractor shall report any missing valve box covers to Public Works representative by the end of the day and also include that information on the required monthly maintenance report.
- iv. The material and labor costs for repairing and replacing all equipment down stream of the backflow device shall be included in the base bid price except the material costs of the remote control valves, gate valves, and quick coupling valves and automatic irrigation controller shall be reimbursed to the Contractor by Public Works.
- h. Rodent Control
- All areas shall be maintained free of rodents, including, but not limited to, gophers and ground squirrels, since they may cause damage to shrubs, groundcover, trees and/ or irrigation systems. The rodenticide product to be used shall be recommended by the County of Los Angeles Agricultural Commissioner/Weights and Measures and/or a California Agricultural Pest Control Adviser registered with the Los Angeles County Agricultural Commissioner, to be provided by Public Works.
- i. Monthly Maintenance Reports

Contractor shall submit a proposed maintenance schedule prior to the start of the contract. Contractor shall maintain and keep current a monthly maintenance report that records when all periodic, seasonal, additional work and maintenance functions performed by the Contractor's personnel were completed. The report shall also include: locations where erosion on the channel backslope greater than 6 inches have been discovered; locations where disease or insect infestation has been discovered; locations where trees, shrubs, vines, or other plants are missing or dead or should be removed; any dead trees and shrubs replaced; any irrigation systems which have to be operated manually; any problems with the irrigation system including malfunctions, needed maintenance,

or repairs/replacements. The report form shall be provided by Public Works representative. The maintenance report shall be submitted to Public Works representative biweekly and upon request, within three working days.

4. Work Description – Road Maintenance District 5 and Road Division 556.

The Road Maintenance District 5 office in Palmdale and the Road Division 556 Yard in Castaic have ornamentally landscaped areas (see respective location map). In addition to the general work description above, the Contractor's work shall include all labor, equipment, supervision, and materials required to provide landscape maintenance services in a neat, orderly, and professional manner in accordance with these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits.

a. Lawns

- i. Lawn areas, shall be mowed and edged in a professional manner to assure a smooth surface appearance on a weekly basis during the months of May through October and on a twice monthly basis during the months of November through April.
- ii. Cuttings shall be collected and disposed of on-site at a location designated by Road Maintenance personnel.
- iii. Apply fertilizers twice annually or as required to stimulate growth.
- iv. Apply herbicide (weed killer), subject to all applicable laws and regulations, as necessary to deter the growth and spread of undesirable weeds, such as dandelions, etc.

b. Concrete Areas

- i. All adjacent concrete areas (sidewalks, patios, etc.) shall be swept clean of all leaves, grass, debris, and trash twice a month.
- ii. Trash / debris shall be collected and disposed of on-site at a location designated by Road Maintenance personnel.

c. Groundcover and Shrubs

- i. Prune or trim groundcover neatly away from shrubs, trees, walks, walls, headers, etc., twice a month.
- ii. Prune shrubs and clear hedges to provide adequate clearance and to maintain a natural shape and proper size as a continuous operation so plants shall not develop stray or undesirable growth.
- iii. Clean and/or rake groundcover beds of all debris, leaves, branches, papers, bottles, etc.
- iv. Replace dead and missing groundcover plants to maintain full and even planting beds.
- v. Regularly cultivate the open soil between plants where planting permits. Intruding weeds shall be removed by hand or controlled by chemical means.
- vi. Apply fertilizer twice annually or as required to stimulate growth. Apply insecticides as needed to maintain healthy plants.

d. Irrigation System

- i. Twice a month, inspect the irrigation systems for broken and clogged heads, malfunctioning or leaking valves, or any other condition which hampers the correct operation of the system. The Contractor shall sequence controller where applicable to each station manually on a scheduled basis to check out all facets of the system.
- ii. Contractor shall, where applicable, adjust and clean sprinkler heads, risers, P.V.C. piping and automatic or manual sprinkler control valves to maintain the system in an efficient operating condition. Sprinkler heads shall be adjusted to provide even water coverage to planted areas. At no additional cost, the Contractor shall replace P.V.C. plastic pipe, fittings, risers (downstream of control valves) and sprinkler heads damaged by the Contractor's operations.
- iii. The Contractor's replacement and repair of major piping (upstream of automatic control valves), control valves, sprinkler heads, and irrigation controllers due to normal wear and tear or damage caused by others will be outside the

scope of this Contract. Public Works, at its option, may perform the work or request the Contractor to make the repair for additional compensation.

- iv. Contractor shall coordinate with Public Works on-site staff, programming the automatic irrigation controllers to deliver adequate soil moisture as determined by the Contractor's twice monthly inspection. Contractor shall take specific care of keeping irrigation runoff to a minimum. Contractor shall turn off irrigation system or the irrigation clocks during high-moisture periods when watering is not required. Contractor shall coordinate with Public Works staff before turning off irrigation system.
 - v. From December 1 to March 31 (winter months), the watering schedule shall be adjusted to midday to prevent the likelihood of irrigation runoff freezing on adjacent concrete surfaces, such as sidewalks.
 - vi. From April 1 to November 31, the irrigation schedule shall be set to early morning to maximize infiltration into the soil.
- e. Front Parking Lot of Maintenance District 5

Once a month, pick up all debris, trash, leaves, pine needles, etc., that are on or adjacent to the front parking lot area.

5. Inspection and Workmanship

- a. Perform all work in a workmanlike manner to the satisfaction of the Director/designee. Any unacceptable work or areas not meeting the described level of maintenance shall be corrected at no additional cost and shall be accomplished within three days of notification.
- b. Provide adequate supervision to furnish crew direction, surveillance and inspection of workmanship, and adherence to schedules while performing the work under this Contract.
- c. Assign an experienced landscape maintenance supervisor, with all the necessary personnel, materials, tools, and equipment for the complete performance of this work.

The County reserves the right to determine if any work is or will be needed under this Contract, at the County's sole and absolute discretion. The Contractor will not be entitled to any claim for loss profits or otherwise, should the County fail to determine a need for services under this Contract.

D. Hours and Days of Service

Hours of services shall be primarily performed within the 7 a.m. to 4 p.m. time period, Monday through Friday, each week, except legal holidays, at which time the service shall be done before or after such holiday (Holidays defined as New Year's Day, Martin Luther King, President's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, and Christmas Day). Work hours may be altered, when necessary, with the approval of the Director.

E. Utilities

The County will provide at its own expense, water and electrical services for the operation of the Contractor's equipment. Contractor shall provide all electrical cords, ladders, and other tools or equipment required in the performance of its duties.

F. Storage Facilities

The County will not provide storage facilities for the Contractor. Public Works will not be liable or responsible for any damage by whatever means, or theft of materials or equipment from the work site.

G. Removal of Debris

All debris derived from these services shall be removed from Public Works property and become the property of the Contractor. The Contractor shall dispose of all debris from these services in a legally established area appropriate for type of debris being disposed. Disposal shall be at the Contractor's expense. The Contractor shall not allow any debris from its operations under this Contract to be deposited in the storm drains and/or gutters in violation of the National Pollutant Discharge Elimination System.

The California Integrated Waste Management Act of 1989 (AB 939) requires that all cities and counties in the State of California divert materials going to landfill by 50 percent by the Year 2000. According to this mandate, all contractors handling landscape materials for the County shall be required to divert all landscape materials from any landfills and cogeneration facilities. Landscape materials utilized for cogeneration or daily landfill cover may not qualify for diversion credit, and, therefore, may not be acceptable methods of disposal for this material. Contractor shall be required to seek recycling alternatives for these organic, biodegradable landscape materials. Acceptable recycling alternatives would include the utilization of these materials as feedstock for composting, cocomposting, mulching, soil amendment, and wood chip products. Contractor shall be required to arrange for the chipping and transport of all landscape materials to their selected processor with all cost to be borne by the Contractor. Use of any other processing method not listed above will require the approval of

Public Works and must qualify for diversion credit as specified in AB 939 or subsequent legislation. Proof of delivery of the material and weight tickets (from an approved public or private scale) shall be required. All debris derived from the services specified herein shall be removed from departmental property and disposed of at the Contractor's expense.

H. Special Safety Requirements

1. All Contractor's personnel shall be expected to observe all applicable Cal/OSHA requirements while at the jobsite. All herbicide applications shall be performed under the direct supervision of a person having an appropriate Qualified Applicators License with the State of California. No spraying shall be performed without a spray recommendation, written, and approved by the County of Los Angeles Agricultural Commissioner/Weights and Measures and/or a California Agricultural Pest Control Adviser registered with the County of Los Angeles Agricultural Commissioner, to be provided by Public Works.
2. Ridge Route Median (Work Location 12), Pico Canyon Median (Work Location 13), and Ocotillo School Parkway (Work location 14) during maintenance operations:
 - a. Contractor shall provide traffic control devices in accordance with Work Area Traffic Control Handbook (2001, Ninth Edition).
 - b. Contractor shall provide and assure all personnel wear high-visibility vests or jackets or reflectorized garments when working within road right of way.
 - c. Contractor shall park vehicles outside traveled way, in a safe manner and surrounded by cone delineators.
 - d. Contractor shall not perform any lane closure without prior approval of Public Works.
 - e. Contractor shall equip all vehicles used at site with company identification logos or markings that are readily visible to Public Works or law enforcement officials.

I. Maps

Please refer to Exhibit E for Area Maps.

J. Responsibilities of the Contractor

1. The Contractor shall maintain a valid C-27 State Landscaping Contractor's license, a valid California Qualified Applicator License, and a valid California Pest Control Business License.
2. The Contractor shall furnish all supervision, labor, materials, tools, equipment, transportation, fertilizer, herbicides, and other items needed to perform landscape services as outlined herein.
3. The Contractor shall perform all work according to accepted horticultural standards of quality and workmanship to maintain the landscape in the highest possible aesthetic condition.
4. The Contractor shall provide landscape personnel with the skills and experience necessary to perform the various landscape activities for the full performance of this work.
5. Contractor personnel shall inspect the irrigation systems for broken and clogged heads, malfunctioning or leaking valves, or any other conditions which hamper the correct operation of the system.
6. Contractor is responsible for all maintenance items regardless of basin water level. Contractor may not pump water out of a D.B.A.A. basin or channel, or request Public Works to do so at any time.
7. Contractor shall maintain the security of locked facilities by closing and locking all gates. Contractor shall not allow access to any individual on a facility without permission from Public Works. Any damage observed by Contractor to gates, fences, or walls shall be reported to Public Works immediately.
8. Contractor shall return all keys provided by Public Works upon expiration of contract or at request of Public Works.
9. When applicable, the Contractor shall include with the monthly invoice those specialty type maintenance items completed. The following information shall include, but not be limited to:
 - a. Quantity and complete description of all commercial and organic fertilizer(s) used.
 - b. Copies of reports of any chemical, disease, and pest control work performed, as per the California Code of Regulations (CCR), Title 3, Division 6, Sections 6624 and 6627. If any pesticides are applied, the Contractor shall maintain a record of use according to CCR Section 6624. The Contractor shall also submit a Monthly Summary Pesticide Use Report form [PR-ENF-060] to the County

of Los Angeles Agricultural Commissioner/Weights and Measures, by the 10th day of the month following the month in which the work was performed, as according to CCR Section 6627. The Contractor shall provide a copy of any submitted report to Public Works within 30 days of completion of the pesticide application.

K. Responsibilities of Public Works

The County will determine the need for, and provide, jobsite inspection.

1. Public Works will provide access keys to facilities and control panels, and LEIT keys for the D.B.A.A. irrigation controllers.
2. Public Works will provide landscaping and irrigation drawings upon request. It should be noted the landscaping may have been modified subsequent to the original installation, and thus there may be variations between the existing improvements and the drawings. The drawings should be verified in the field by Contractor.
3. Public Works will provide facility location maps. Maps for Sites 1 through 16 are attached and incorporated by reference.

L. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

M. Prevailing Wage

The Director of Public Works of Industrial Relations of the State of California has ascertained the prevailing rate of per diem wages in dollars, based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of Public Works of Industrial Relations are incorporated herein by reference and may be accessed at <http://www.dir.ca.gov/>.

The Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing

the work. Pursuant to Section 1775, of the Labor Code (State of California), Contractor shall forfeit \$50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

N. Performance Requirements and Liquidated Damages

1. Public Works will evaluate the Contractor's performance of this Contract's tasks and may assess liquidated damages if the tasks are not performed adequately.
2. The methods and standards by which Contractor's performance will be evaluated include, but are not limited to, review, sampling, and complaints.
3. Failure to perform contract work in accordance with these Specifications is considered unacceptable. Public Works may cite the Contractor for a discrepancy for any incident of failure to comply with these Specifications or other unacceptable performance. In the case of continuing discrepancies, Public Works may cite the Contractor for a separate discrepancy each day the discrepancy continues.
4. The Contractor shall immediately correct unacceptable performance, and shall explain in writing, within seven work days of the date of the discrepancy that caused the unacceptable performance, how and when the performance will be returned to acceptable levels and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's statement and any history of unacceptable performance, the Contract Manager may excuse the incident or elect any remedy provided by this Contract.
5. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
6. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract;

- b. The parties are both experienced in the performance of the Contract work;
 - c. The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
 - d. The parties are not under any compulsion to contract;
 - e. The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
 - f. It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County, resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
7. The Contractor shall pay Public Works, or Public Works may withhold from monies due to the Contractor, liquidated damages of three times the amount shown under cost per hour in Form PW-2, Schedule of Prices, for work not performed in accordance with these Specifications.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

Whenever in the Request for Proposals, Contract, Scope of Work, Specifications, Terms, Requirements, and/or Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Agreement. The written, signed accord covering the performance of the requested service.

Board. The Board of Supervisors of County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The contract includes the Agreement, Scope of Work (Specifications), Exhibit B - Service Contract General Requirements, Exhibit C - Internal Revenue Service Notice 1015, Exhibit D - Safely Surrendered Baby Law Posters, and other appropriate exhibits and amendments. Included are all supplemental agreements amending or extending the service to be performed, which may be required to supply acceptable services specified herein.

Contractor. The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County to perform or execute the work covered by these this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Day. Calendar day(s) unless otherwise specified.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Fiscal Year. The 12 month period beginning July 1st and ending the following June 30th.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals, Invitation for Bids, Request for Statement of Qualifications, or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement by the contractor to employ a subcontractor at any tier; to employ or agree to employ a subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the scope of work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor.
2. The Board or County's Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the Board or the Chief Administrative Officer. To implement such changes, an amendment to this Contract shall be prepared by Public Works for execution by Contractor and the Director.
3. County may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extensions of time provided; however, that the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.

B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the Director and Contractor. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give

majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Contract, which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the Board adopts, in any fiscal year, a County budget which provides for reduction in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions) and the services to be provided by Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within 30 days of the Board's approval of such actions. Except as set forth in the preceding sentences, Contractor shall continue to provide all of the services set forth in this Contract.

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.

2. County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. Contractor shall defend, indemnify, and hold County harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County employee whose position with County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County Employees Targeted for Layoffs or Former County Employee on Reemployment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent

County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

K. Consideration of Hiring GAIN/GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by category to Contractor.
2. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring contractors to complete the Charitable Contributions Certification (Form PW-12), County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202)

N. Contractor's Warranty of Adherence to County's Child Support Compliance Program

1. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with the employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

O. County's Quality Assurance Plan

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms and conditions and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment

upon demand. County may deduct from any payment otherwise due Contractor for costs incurred by County to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall indemnify, defend, and hold harmless, County, its Board, agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County, County may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless County and its Board, agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County may be found jointly or solely liable.

T. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

U. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.
4. Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

6. Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County.
7. If County finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract. While County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that Contractor has violated the antidiscrimination provisions of this Contract.
8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

V. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

W. No Payment for Services Provided Following Expiration/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration/termination of this Contract.

X. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

Y. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

Z. Notice to Employees Regarding the Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

AA. Notices

Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by Contractor. The notices and envelopes containing the same to County shall be addressed to:

Chief, Administrative Services Division
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to Contractor. Actual knowledge of such suspension or termination by an individual contractor or by a copartner, if contractor is a partnership; or by the president, vice president, secretary, or general manager, if contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said contractor shall in any case be sufficient notice.

BB. Publicity

1. Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit

Contractor from publicizing its role under this Contract within the following conditions:

- a. Contractor shall develop all publicity material in a professional manner.
- b. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the Contract Manager. County shall not unreasonably withhold such written consent.
- c. Contractor may, without prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with County, provided that the requirements of this paragraph shall apply.

CC. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "trade secret," "confidential," or "proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
2. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

DD. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted

accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County, provided that if any such material is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County may terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: a) repaid by Contractor to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
4. In addition to the above, Contractor agrees, should County or its authorized representatives determine, in County's sole discretion, that it is necessary or appropriate to review a broader scope of Contractor's records (including, certain records related to non-County contracts) to enable County to

evaluate Contractor's compliance with County's Living Wage Program, Contractor shall promptly and without delay provide to County, upon the written request of County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to County under this Contract, including without limitation, records relating to work performed by said employees on Contractor's non-County contracts. Contractor further acknowledges that the foregoing requirement in this paragraph relative to Contractor's employees who have provided services to County under this Contract is for the purpose of enabling County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five years thereafter unless County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by Contractor at a location in County, provided that if any such materials and information is located outside County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

EE. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

FF. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County. Any attempt by Contractor to subcontract without the prior written consent of County may be deemed a material breach of this Contract and the County may terminate for this Contract default.

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
 - a. A description of the work to be performed by the subcontractor;
 - b. A draft copy of the proposed subcontract; and

- c. Other pertinent information and/or certifications requested by County.
2. Contractor shall indemnify and hold County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
4. County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.
5. County's Contract Manager is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460 before any subcontractor employee may perform any work hereunder.

GG. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

HH. Waiver

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

II. Warranty Against Contingent Fees

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
2. For breach of this warranty, County shall have the right, in its sole discretion, to terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

SECTION 3

TERMINATIONS

A. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to this Exhibit's Termination for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.202.

B. Termination for Convenience

1. This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.
2. After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:
 - a. Stop work under this Contract on the date and to the extent specified in such notice, and
 - b. Complete performance of such part of the work as shall not have been terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is terminated, Contractor shall complete within the Director's termination date contain within the Notice of Termination, those items of work which are in various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County upon request and shall become the property of County.

C. Termination for Default

1. County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Contract Manager:
 - a. Contractor has materially breached this Contract; or
 - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract, or
 - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
2. In the event County terminates this Contract in whole or in part pursuant to this paragraph, County may procure, upon such terms and in such manner, as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
3. Except with respect to defaults of any subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.
4. If, after County has given notice of termination under the provisions of this paragraph, it is determined by County that Contractor was not in default

under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to this Exhibit's Termination for Convenience.

5. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "subcontractor" and "subcontractors" mean subcontractor at any tier.

D. Termination for Improper Consideration

1. County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861.
3. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

E. Termination for Insolvency

1. County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code;
 - c. The appointment of a bankruptcy Receiver or Trustee for Contractor; or
 - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may in its sole discretion, immediately terminate for default or suspend this Contract.

G. Termination for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future fiscal years unless and until the Board appropriates funds for this Contract in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County will notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

B. Cooperation

Contractor shall cooperate with Public Works' forces engaged in any other activities at the jobsite. Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

C. Cooperation and Collateral Work

Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

D. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim, therefor, against County.

F. Jobsite Safety

Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State, and local occupational safety regulations. Contractor shall provide at its expense all safeguards, safety devices, and protective equipment and shall take any and all actions appropriate to providing a safe jobsite.

G. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works' projects or providing services.

H. Labor Law Compliance

Contractor, its agents, and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California as well as all other applicable Federal, State, and local laws related to labor. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by County, identify the country/countries of origin of any products, goods, supplies, or other personal property Contractor sells or supplies to County;
- c. Upon request by County, provide to County the manufacturer's certification of compliance with all international child labor conventions; and
- d. Should County discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County are produced in violation of any international child labor

conventions, Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate termination of this Contract for default.

L. Public Convenience

Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

N. Quality of Work

Contractor shall provide the County high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County's solicitation and actual quantities of work done under this Contract or for work decreased or eliminated by County.

P. Safety Requirements

Contractor shall be responsible for the safety of equipment, material, and personnel under Contractor's jurisdiction during the work.

Q. Storage of Material and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless County, its board, Special Districts, officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including, but not limited to, injury or death to employees of Contractor, its subcontractors or County, attributable to any alleged act or omission of Contractor and/or its subcontractors

which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County. County may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County and during the term of this Contract, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County. Such coverage shall be provided and maintained at Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract;
 - b. Clearly evidence all coverage required in this Contract;
 - c. Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
 - d. Include copies of the additional insured endorsement to the commercial general liability policies, adding County, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Contract; and
 - e. Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to County, or require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be

executed by a corporate surety licensed to transact business in the State of California.

3. Insurer Financial Rating: Insurance is to be provided by an insurance company acceptable to County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.
4. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.
5. Notification of Incidents, Claims, or Suits: Contractor shall report to County's Contract Manager:
 - a. Any accident or incident relating to work performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the Contract Manager.
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following. (Can be met by a combination of primary and excess insurance coverage):
 - a. General Aggregate: \$2 million
 - b. Products/Completed Operations Aggregate: \$1 million
 - c. Personal and Advertising Injury: \$1 million
 - d. Each Occurrence: \$1 million
2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage):
3. Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

- a. Each Accident: \$1 million
- b. Disease - policy limit: \$1 million
- c. Disease - each employee: \$1 million

As a condition precedent to its performance pursuant to this Contract, Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor

Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Chapter 2.202 of County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. Nonresponsible Contractor

County may debar a contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against County or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation

regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a contractor has been debarred for a period longer than five years, that contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the

Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

4. Contractor's violation of this Section of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

A. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

SECTION 9

COMPLIANCE WITH COUNTY'S LIVING WAGE PROGRAM

A. Living Wage Program

This Contract is subject to the provisions of County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Form LW-1 and incorporated by reference into and made a part of this Contract.

B. Payment of Living Wage Rates

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Living Wage Program (Section 2.201.020 of County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below in subsection 5 of this Section 9.B under this Contract:

- a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
- b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through County Department of Health Services Community Health Plan. If, at any time during this Contract, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this Section, "Contractor" includes any subcontractor engaged by Contractor to perform services for County under this Contract. If Contractor uses any subcontractor to perform services for County under this Contract, the subcontractor shall be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under this Contract. "Full-time"

means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If Contractor is required to pay a living wage when this Contract commences, Contractor shall continue to pay a living wage for the entire term of this Contract, including any option period.
4. If Contractor is not required to pay a living wage when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of this Contract, including any option period. County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of this Contract, including any option period.
5. For purposes of Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between Contractor and County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

C. Contractor's Submittal of Certified Monitoring Reports

1. Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring

reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County, or any other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

D. Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of this Contract, if Contractor becomes aware of any labor law/payroll violations or any complaint, investigation, or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours, and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding the same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of Contractor's contract with County, but instead applies to any labor law/payroll violation or claim arising out of any of Contractor's operation in California.

E. County Auditing of Contractor Records

Upon a minimum of 24 hours' written notice, County may audit, at Contractor's place of business, any of Contractor's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of five years from the date of final payment under this Contract. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

F. Notifications to Employees

Contractor shall place County-provided living wage posters at each of Contractor's place of business and locations where Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

G. Enforcement and Remedies

If Contractor fails to comply with the requirements of this Section, County shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports: If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment: If Contractor fails to submit accurate, complete, timely, and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages: It is mutually understood and agreed that Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including, but not limited to, being late, inaccurate, incomplete, or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete, and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. Termination: Contractor's failure to submit an accurate, complete, timely, and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
2. Remedies for Payment of Less Than the Required Living Wage: If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the

event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. **Withholding Payment:** If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due to Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. **Liquidated Damages:** It is mutually understood and agreed that Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due to Contractor.
 - c. **Termination:** Contractor's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.
3. **Debarment:** In the event Contractor breaches a requirement of this Section, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code Section 2.202, Determinations of Contractor Nonresponsibility and Contractor Debarment.

H. Use of Full-Time Employees

Contractor shall assign and use full-time Employees of Contractor to provide services under this Contract unless Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under this Contract. It is understood and agreed that Contractor shall not, under any circumstance, use

non-full-time Employees for services provided under this Contract unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time-Employee staffing plan. If Contractor changes its full-time-employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

I. Contractor Retaliation Prohibited

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person, or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity, or person. A violation of the provisions of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract.

J. Contractor Standards

During the term of this Contract, Contractor shall maintain business stability, integrity in employee relations, and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

K. Neutrality in Labor Relations

Contractor shall not use any consideration received under this Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

SECTION 10

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunities vendor.

If Contractor has obtained County certification as a Transitional Job Opportunities vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in the amount of not more than ten percent of the amount of this Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify Public Works of this information prior to responding to a solicitation or accepting a contract award.

SECTION 11

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to County any difference between this Contract amount and what County's costs would have been if this Contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of this Contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and County's Office of Affirmative Action Compliance of this information.

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Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2006)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2006 are less than \$38,348 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2007.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2006 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2006 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2006 and owes no tax but is eligible for a credit of \$824, he or she must file a 2006 tax return to get the \$824 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2007 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2006)
Cat. No. 205991



**No shame.
No blame.
No names.**

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafe.la.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

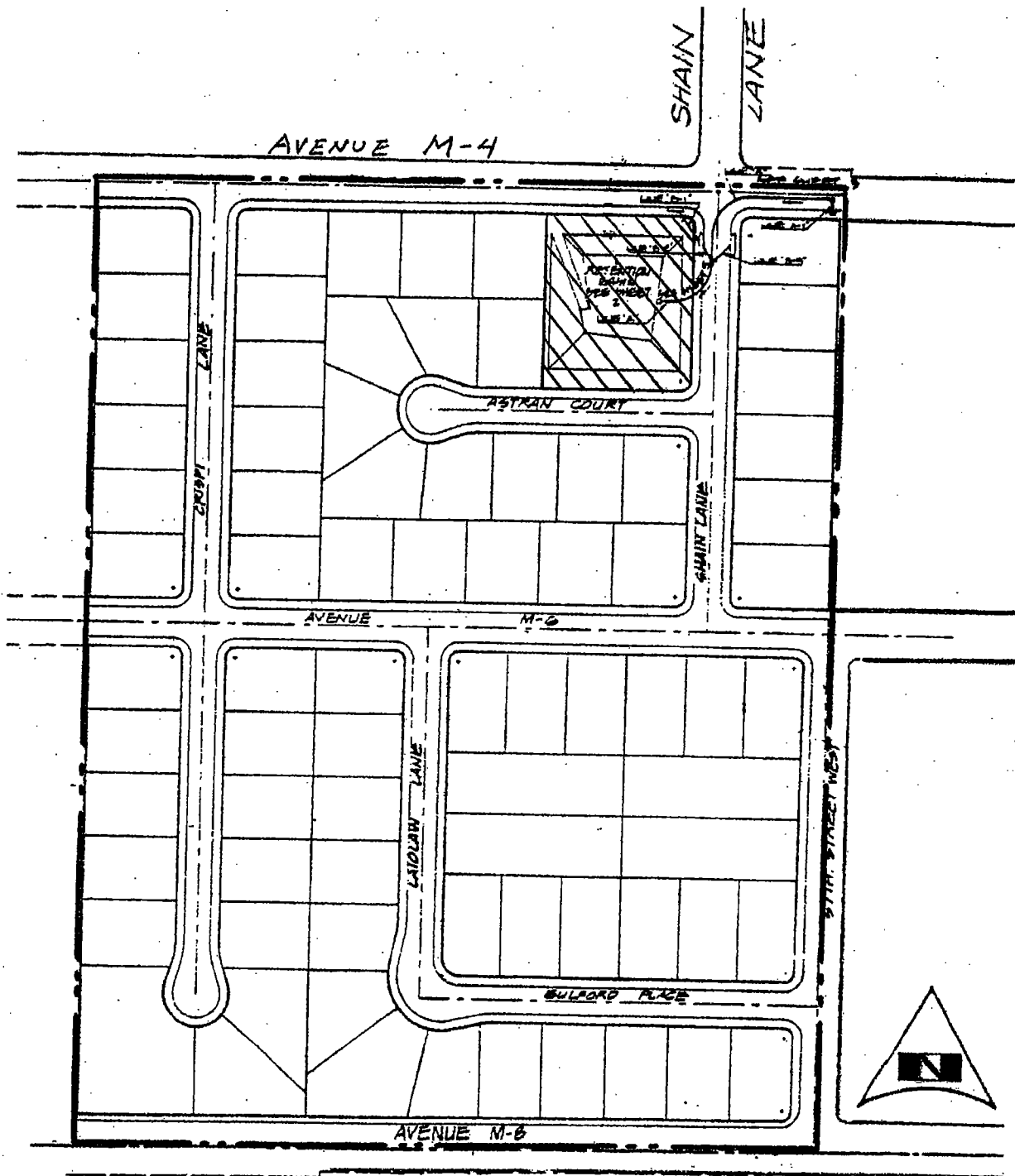
Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

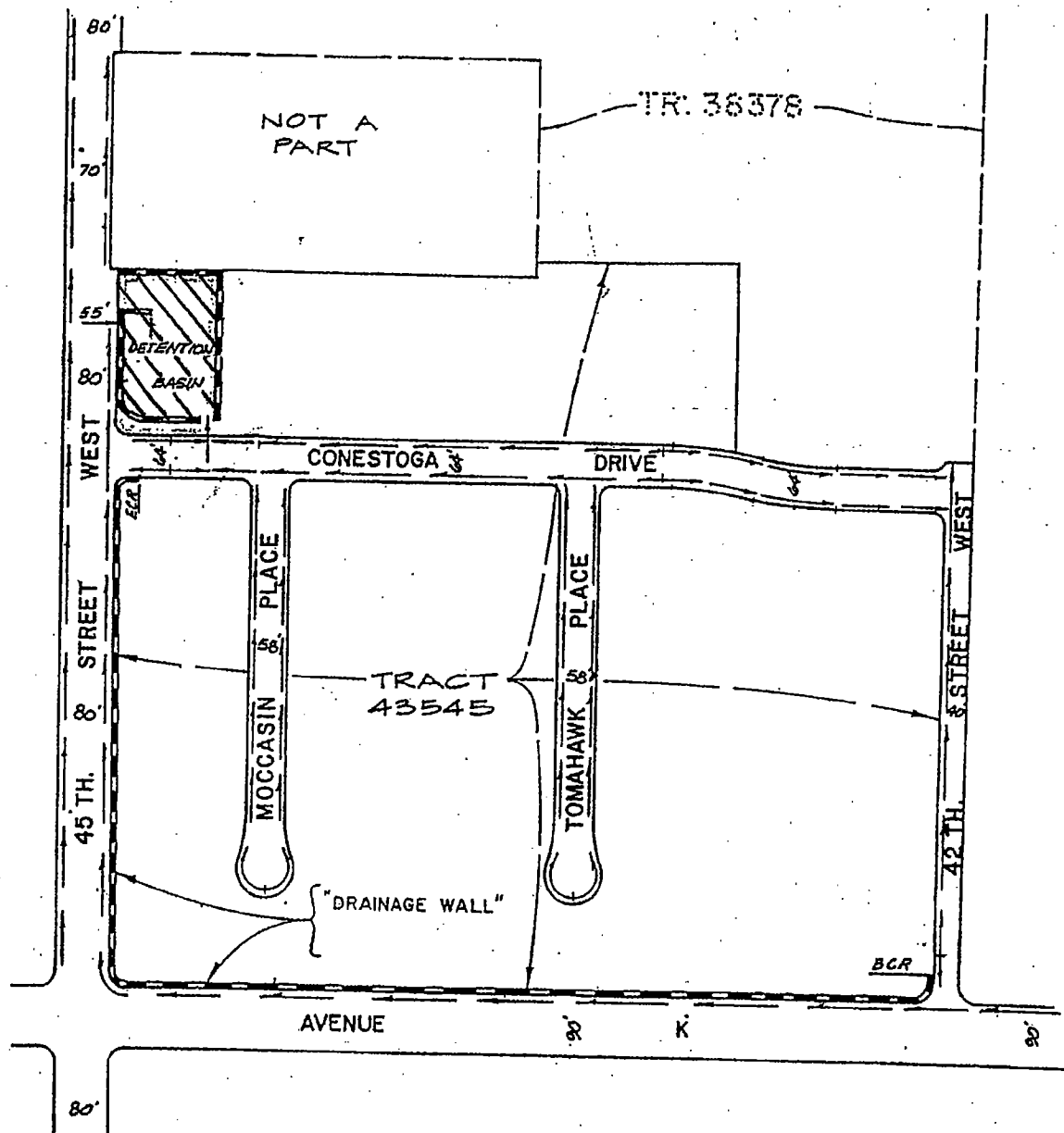
Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

DRAINAGE BASIN ASSESSMENT AREA NO. 5



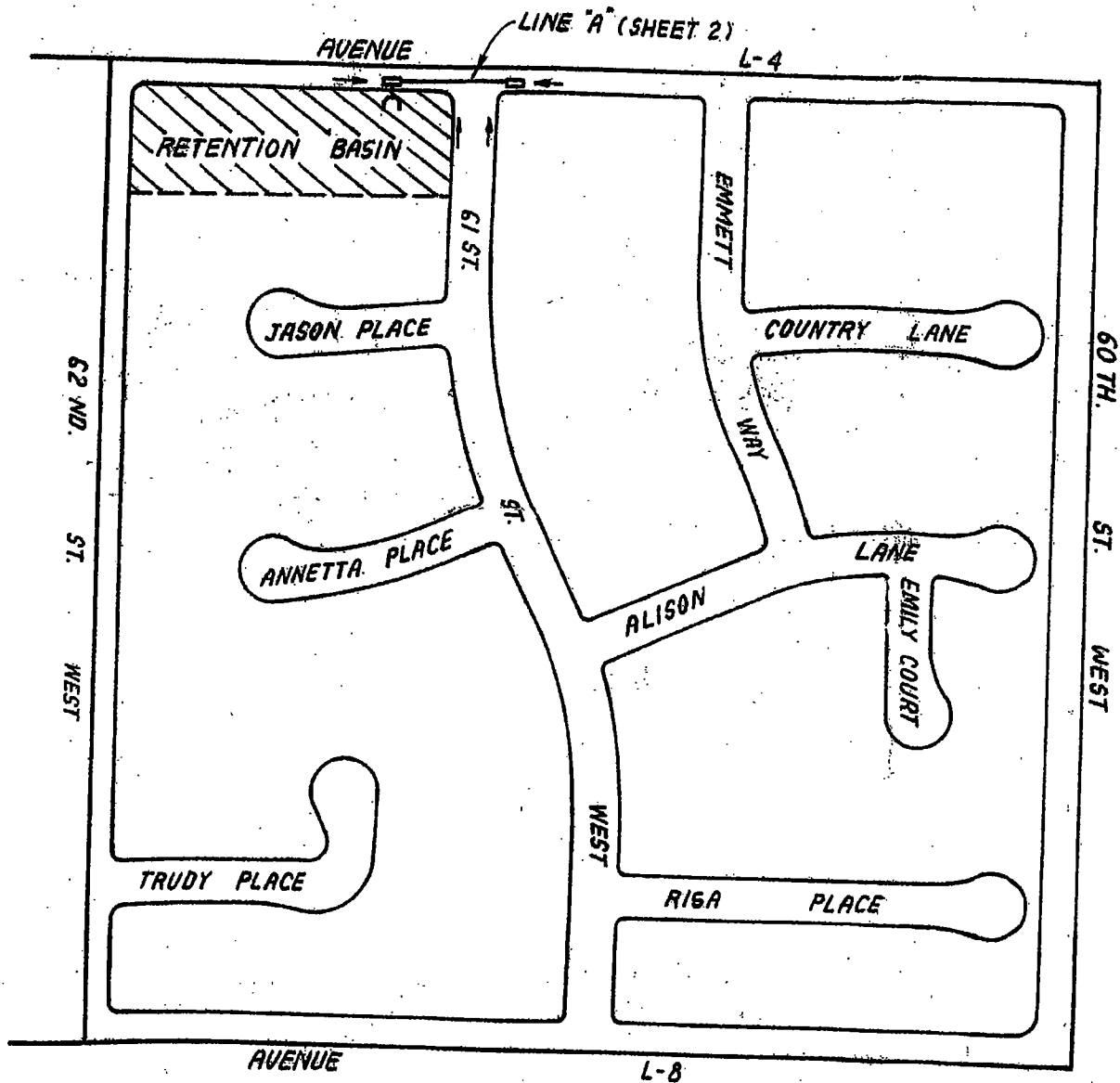
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DRAINAGE BASIN ASSESSMENT AREA NO. 8



LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS				ROAD MAINTENANCE DISTRICT 5	
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TRACT No. 43545	PD No. 1937	JOB No. R1185506	TC PAGE 4104-J1	SCALE NONE	DATE 01/13/04

DRAINAGE BASIN ASSESSMENT AREA NO. 9



LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

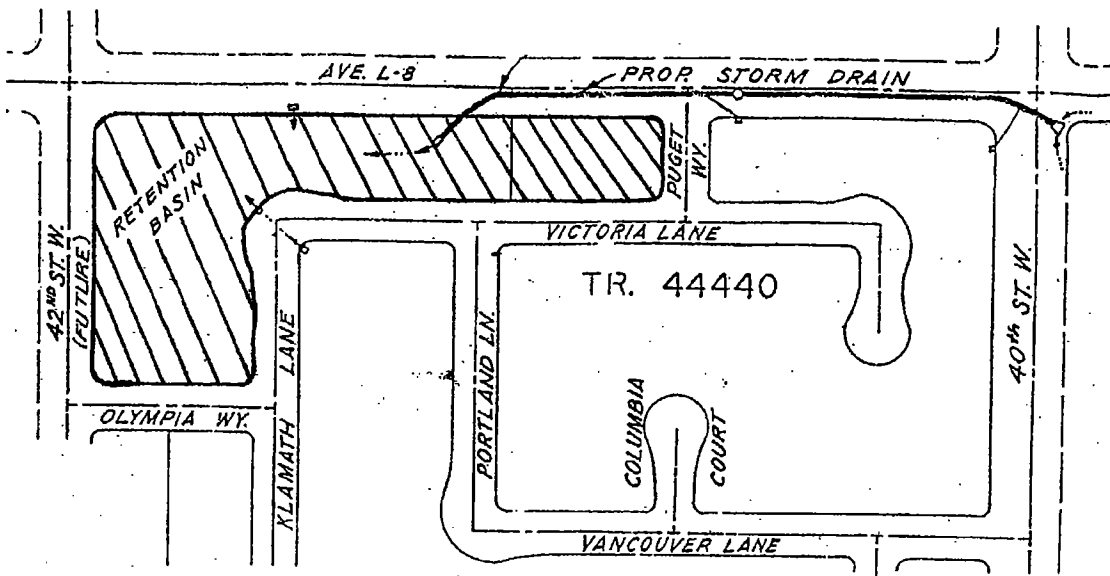
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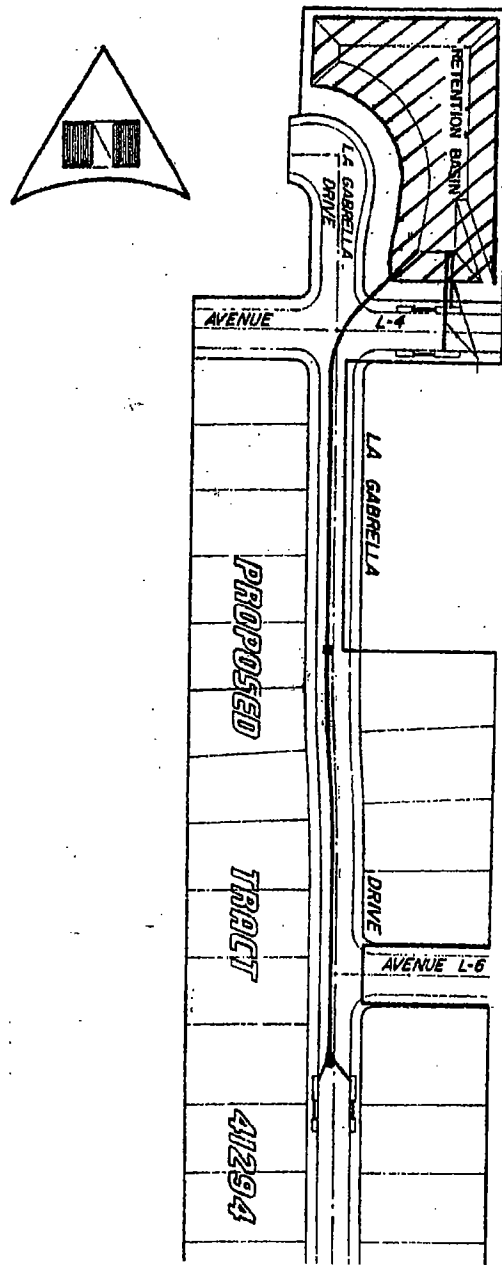
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DRAINAGE BASIN ASSESSMENT AREA NO. 13



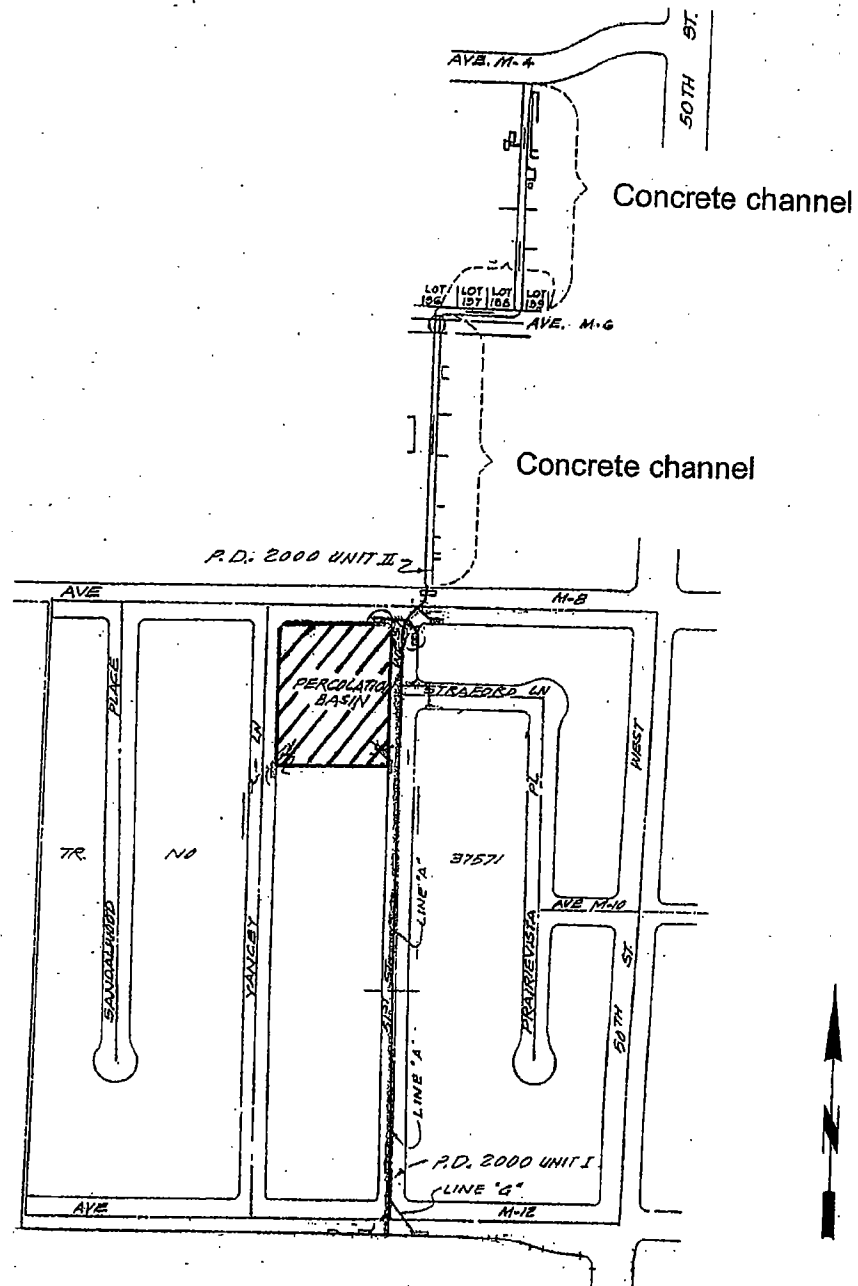
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DRAINAGE BASIN ASSESSMENT AREA NO. 15



LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS				ROAD MAINTENANCE DISTRICT 5	
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DRAINAGE BASIN ASSESSMENT AREA NO. 17



LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

ROAD MAINTENANCE DISTRICT 5

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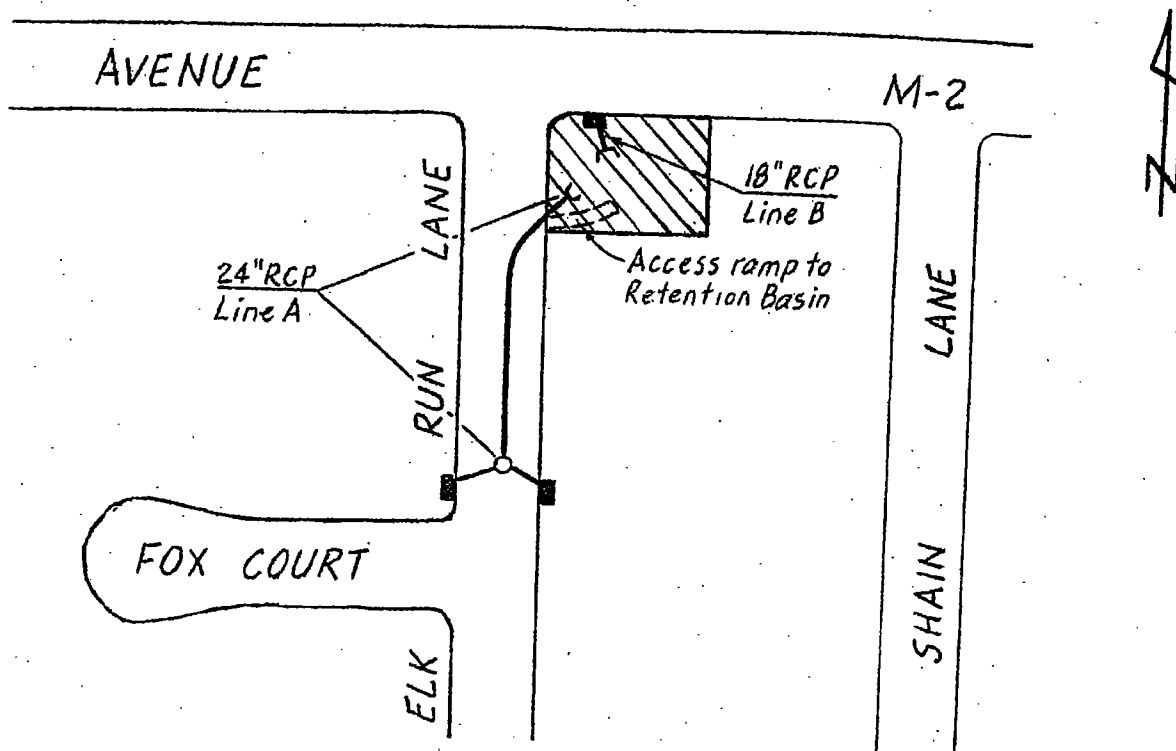
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DRAINAGE BASIN ASSESSMENT AREA NO. 22



LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

ROAD MAINTENANCE DISTRICT 5

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JOB No.

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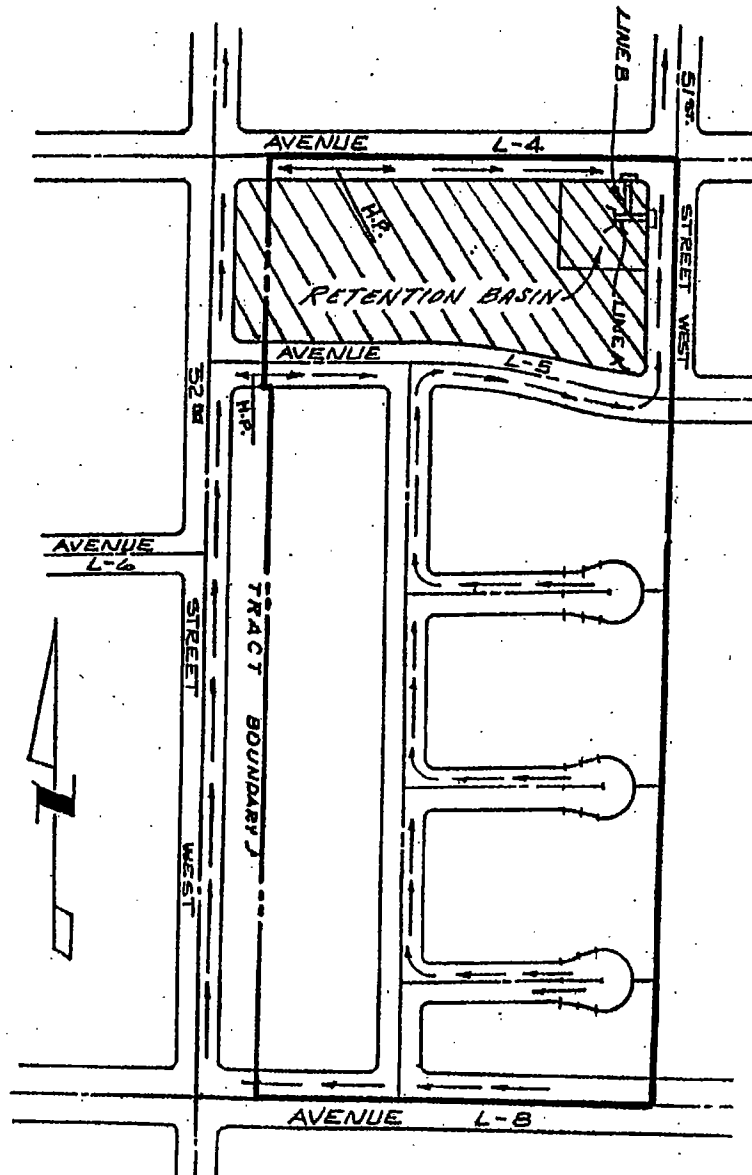
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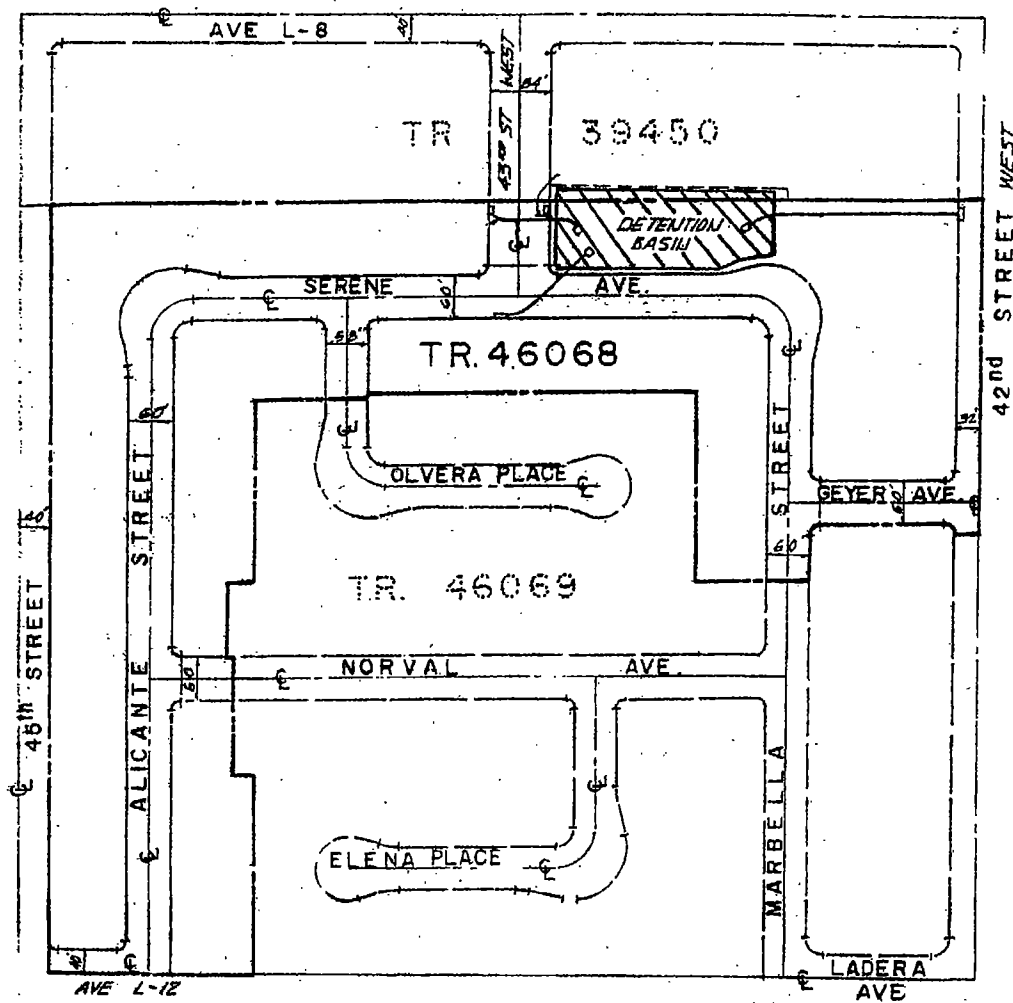
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DRAINAGE BASIN ASSESSMENT AREA NO. 25



LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

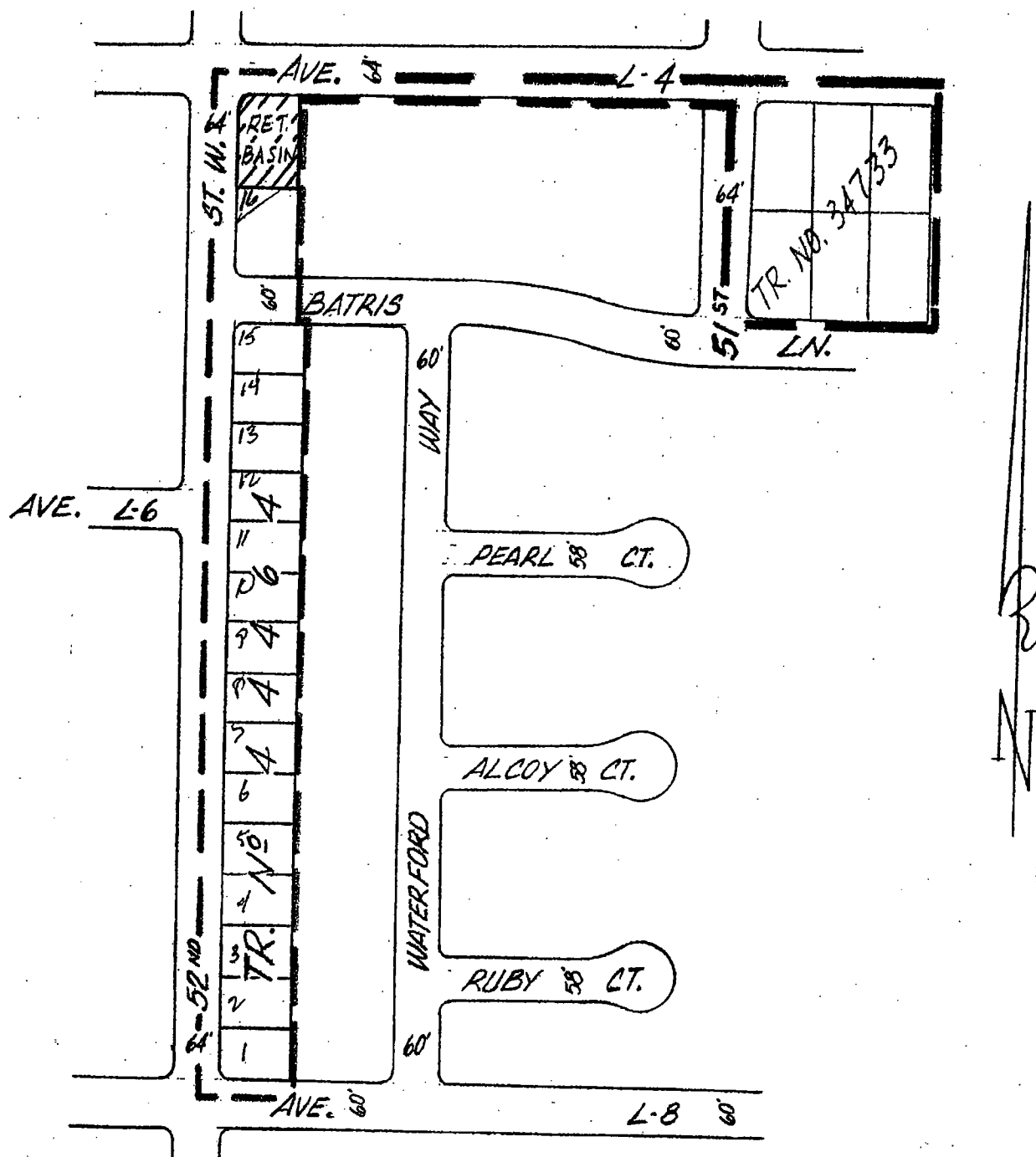
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DRAINAGE BASIN ASSESSMENT AREA NO. 26



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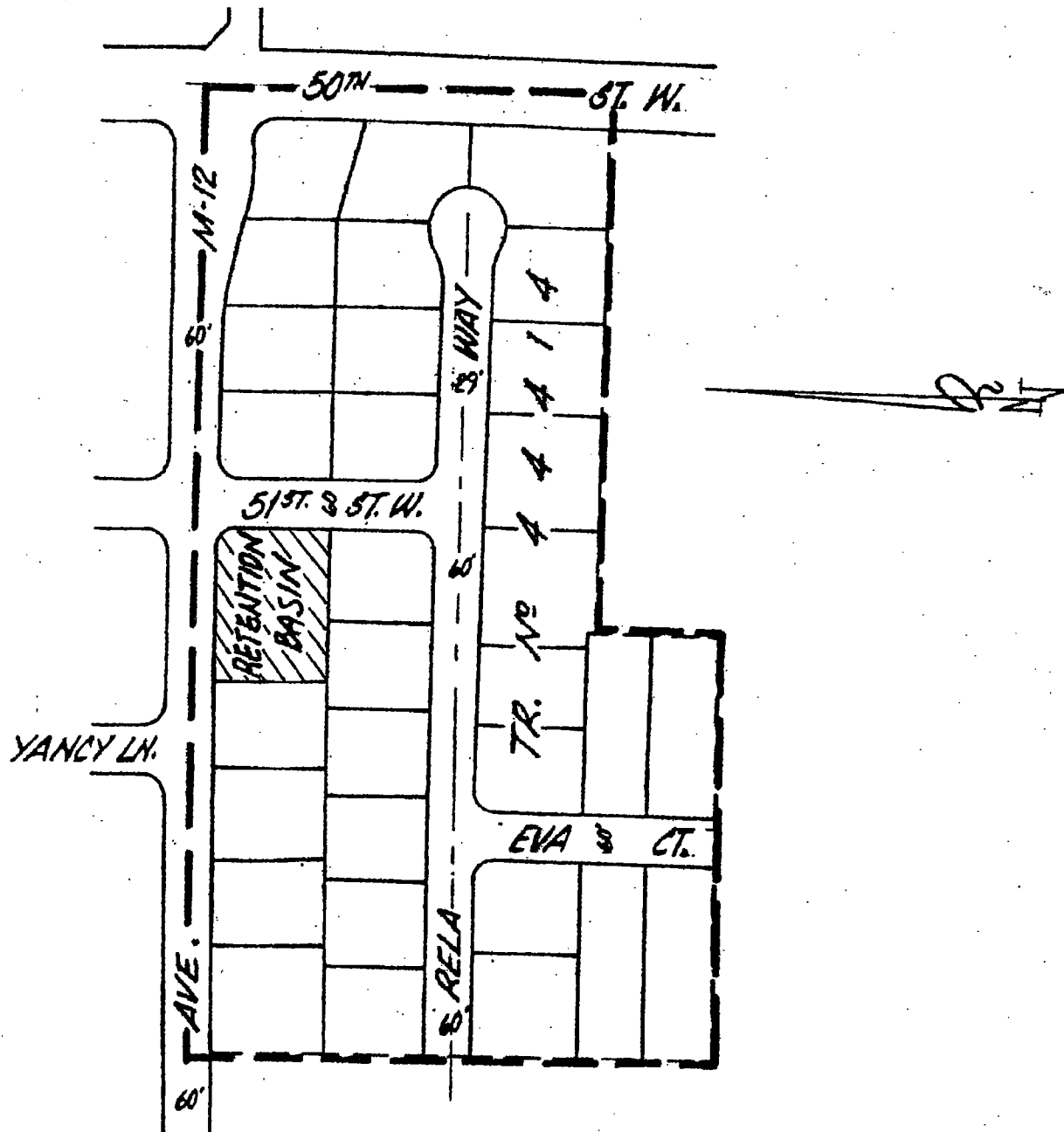
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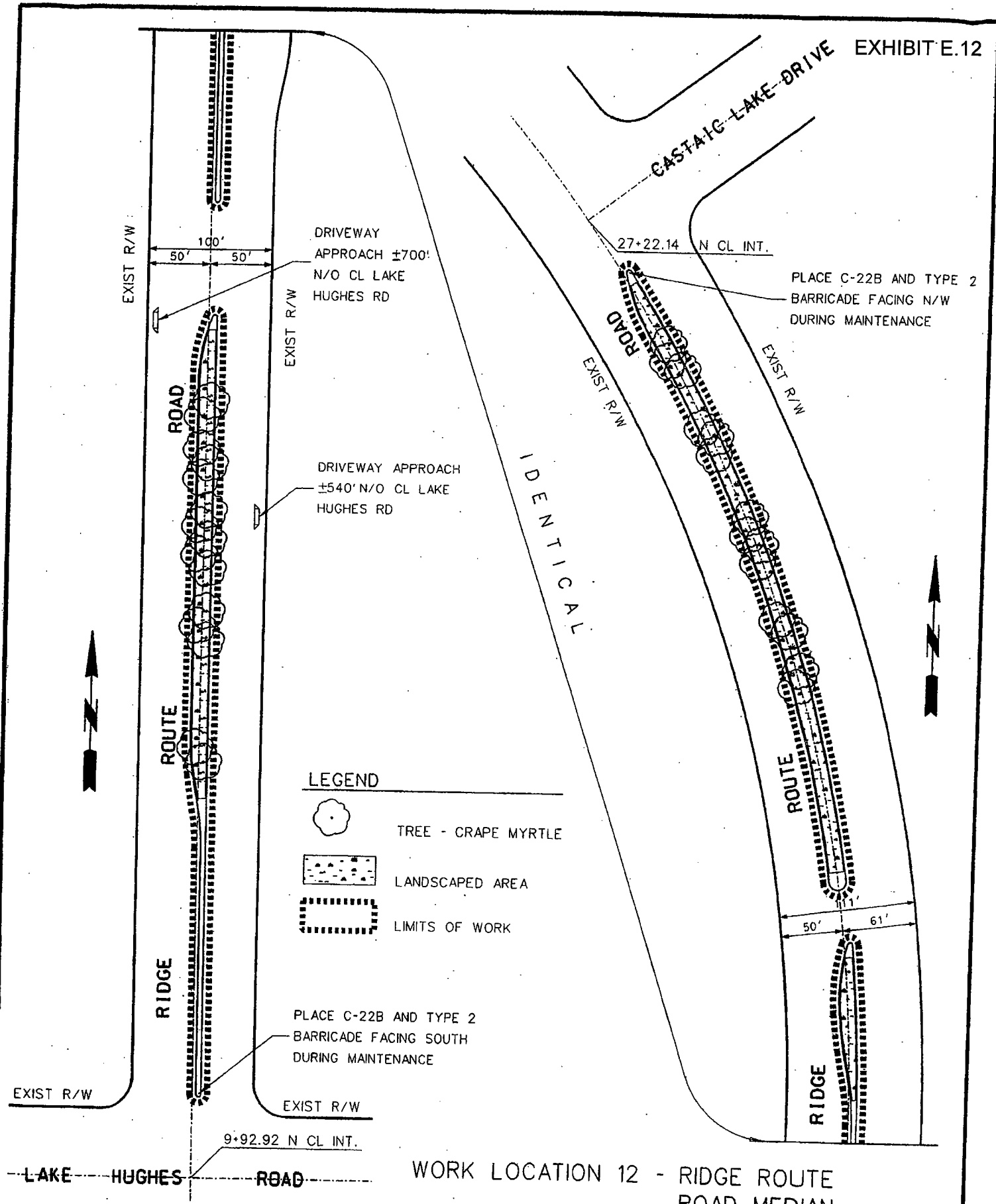
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

ROAD MAINTENANCE DISTRICT 5

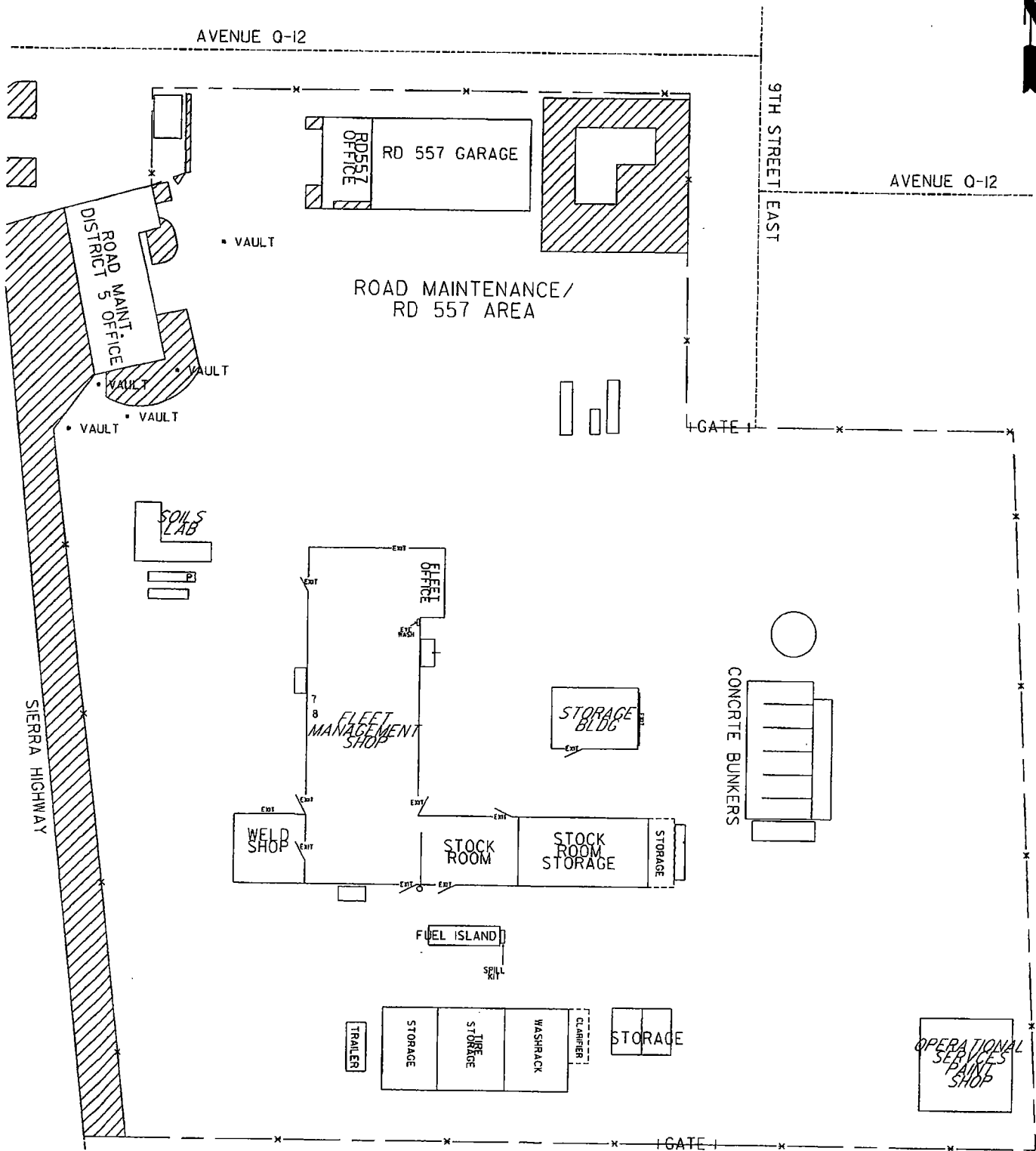
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RD 551

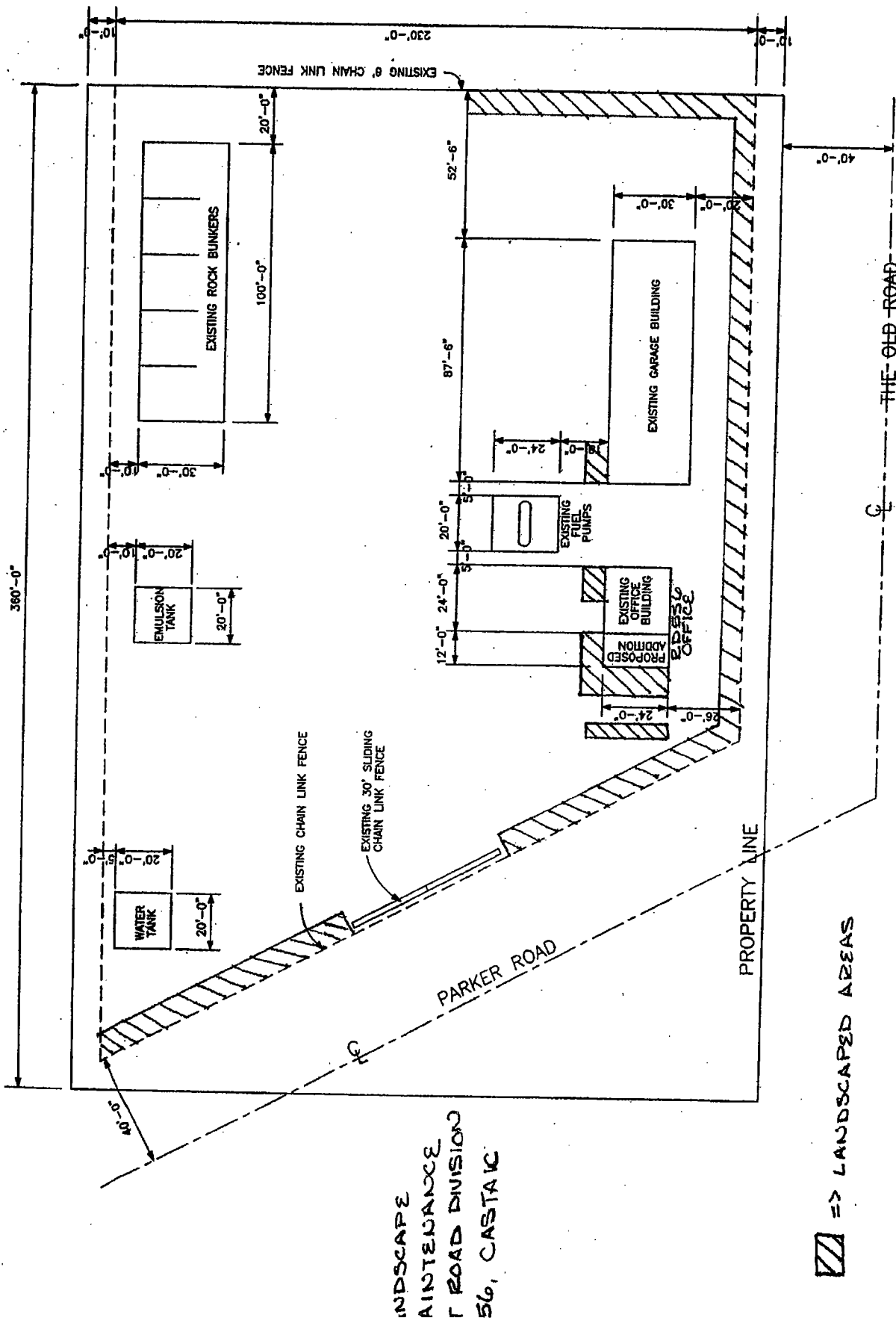
TRACT No. 44414	PD No. 2260	JOB No.	TO PAGE 4104-H7	SCALE NONE	DATE 01/13/04
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PROJECT NAME MEDIAN LANDSCAPE MAINTENANCE - RIDGE ROUTE RD - LAKE HUGHES ROAD / CASTAIC LAKE DRIVE					PROJECT I.D. No.	
PROJECT ENGINEER	G. TONG	C.E. NO.	C 60609	LOS ANGELES COUNTY DEPT OF PUBLIC WORKS	T.G.	4369
ROAD MAINTENANCE DIVISION - DISTRICT 5				FILENAME	SCALE	SHEET
					1" - 100'	1 OF 1



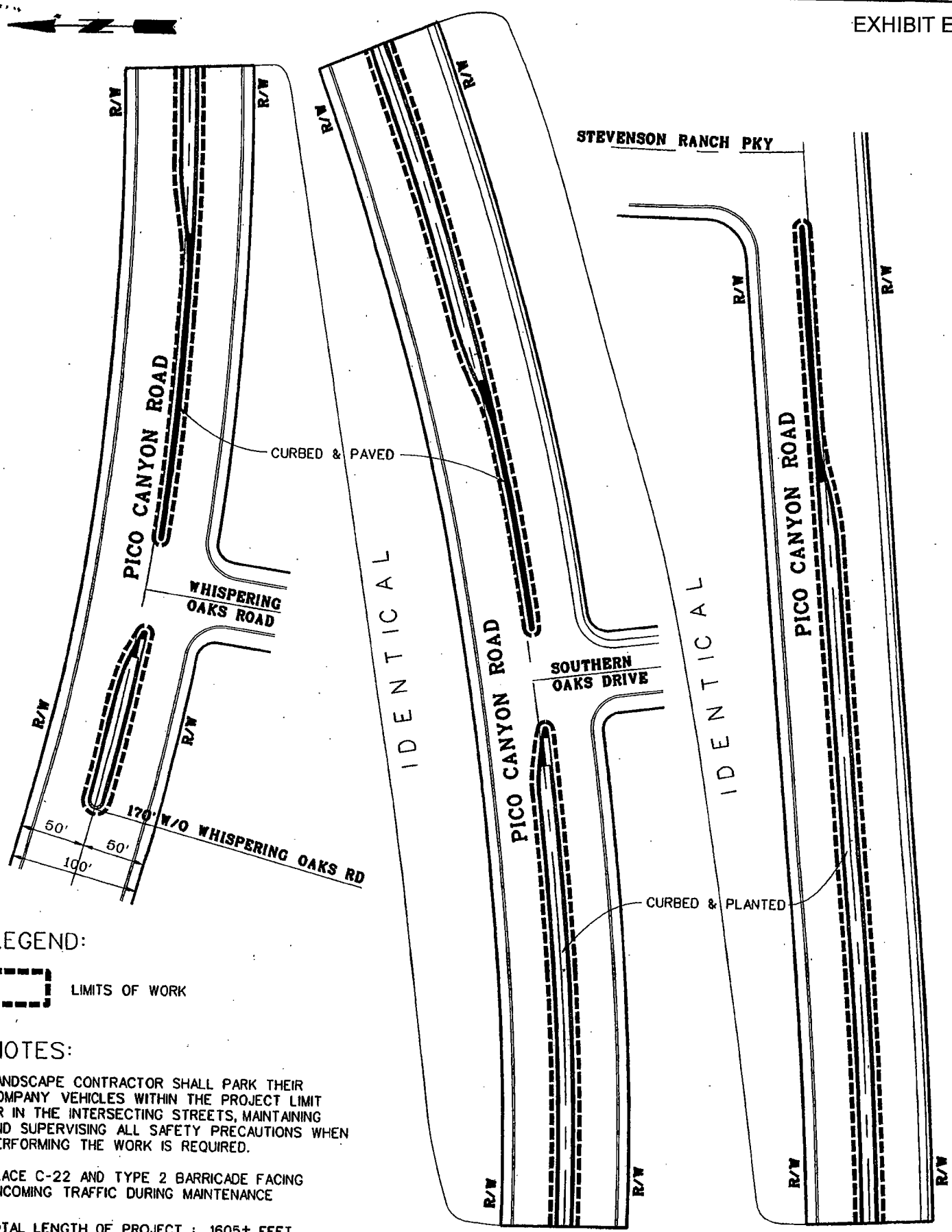
= LANDSCAPED AREAS



SITE PLAN

=> LANDSCAPED AREAS

LANDSCAPE
MAINTENANCE
ROAD DIVISION
56, CASTALIC



LEGEND:

 LIMITS OF WORK

NOTES:

LANDSCAPE CONTRACTOR SHALL PARK THEIR COMPANY VEHICLES WITHIN THE PROJECT LIMIT OR IN THE INTERSECTING STREETS, MAINTAINING AND SUPERVISING ALL SAFETY PRECAUTIONS WHEN PERFORMING THE WORK IS REQUIRED.

PLACE C-22 AND TYPE 2 BARRICADE FACING ONCOMING TRAFFIC DURING MAINTENANCE

TOTAL LENGTH OF PROJECT : 1605± FEET

PROJECT NAME		MEDIAN LANDSCAPE MAINTENANCE - PICO CANYON ROAD - 170' W/O WHISPERING OAKS ROAD / STEVENSON RANCH PKY				P.C.A. No.	
PROJECT DESIGNER		G. TONG		LOS ANGELES COUNTY DEPT OF PUBLIC WORKS		X2500836	
		C.E. NO. C 60809		T.G.		FILENAME	
						SCALE	
						SHEET	

Elizabeth Lake Rd

Ocotillo School Dr.

Proposed Landscape

Existing Blockwall

Cla Ct

Area to be irrigated

Office

DATE

DATE

DATE

DATE

Reviewed By:

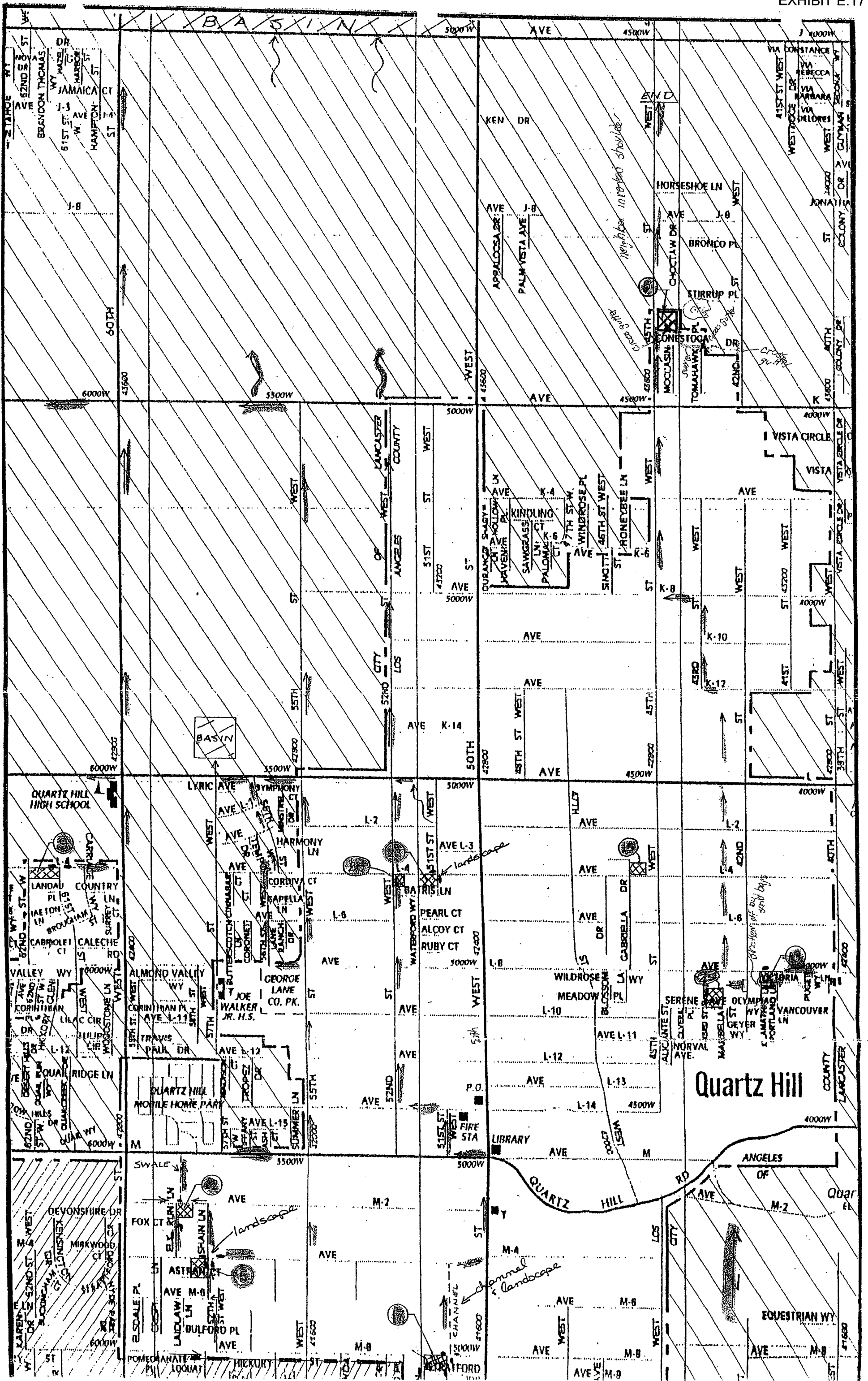
Reviewed By:

Inspected By:

Inspected By:

YES ☐ **NO** ☐

YES ☐ **NO** ☐



Alma Gardening Company

2583 West Sierra Highway, Acton, CA 93510 Tel/Fax (661) 269-2958
Lic. 425032

PROPOSAL FOR

ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (2007-PA062)

THE COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
900 SOUTH FREMONT AVENUE
ALHAMBRA, CA 91803-1331

Submitted:
September 5, 2007

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Alma Gardening Company

2583 West Sierra Highway, Acton, CA 93510 Tel/Fax (661) 269-2958
Lic. 425032

September 5, 2007

County of Los Angeles
Department of Public Works
Administrative Services Division – 9th Floor
Attention Ms. Tami Maldonado
P.O. Box 1460
Alhambra, California 91802-1460

RE: ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (2007-PA062)

Enclosed please find a proposal for landscape maintenance services to be performed at and around Ridge Route and Pico Canyon medians, Ocotillo School Parkway, Drainage Basin Assessment Areas (DBAAs), and MD5 Office and RD556 – Castaic Yard. Alma Gardening Company, herein after referred to as “Alma Gardening”, proposes to provide all landscape maintenance services according to the specifications set forth in the attached work plan and scope of work.

Alma Gardening is an independently owned commercial landscaping contracting company that has been serving southern California including the greater Los Angeles area, the San Fernando, Santa Clarita, and Antelope Valleys and San Diego County for the past 30 years. Alma Gardening is a licensed landscape company capable of providing all labor, equipment, supervision and materials required to properly maintain the specified locations above.

I, Santiago Gonzalez, a licensed contractor for over 20 years am the sole owner of Alma Gardening Company. I will be the only person representing Alma Gardening Company for this proposal.

Please take your time to review the attached proposal's details. Feel free to contact me with any further questions or concerns at (661) 269-2958 or via email at anaglez1972@yahoo.com. We look forward to your response and continuing to do business with the County of Los Angeles.

Sincerely,



Santiago Gonzalez
Landscaping Contractor
Lic. #425032

DESCRIPTION OF PROPOSER'S CAPABILITIES

Company Background

Alma Gardening Company is a family owned business with over 30 years of professional landscaping experience. Formed in 1982, *Alma Gardening* has grown from a residential gardening maintenance service provider to a commercial landscaping contractor serving local business areas, building management companies and individual homeowners throughout the west coast.

Santiago Gonzalez has over 30 years experience in landscape industry including landscape maintenance, fertilization and irrigation. Santiago earned a C27-Landscaping Contractor's License in 1982 and since has strived to stay knowledgeable in the field through continued education and additional certifications. In 2003 Santiago obtained a Qualified Applicator Certificate from the California Department of Pesticide Regulation and is currently in the process of certification through the International Society of Arborist in an effort to provide his customer's with the best quality work and service.

Experience

In 1985 *Alma Gardening* began its commercial business offering landscape maintenance services for Petree Properties in Glendale, California. This one year contract was for landscape maintenance for The Timbers, a set of apartment complexes in El Cajon, California. The Petree Properties contract was renewed annually for a period of 15 years and from this contract several offers developed, contributing greatly to the commercialization of the business.

In 1990 *Alma Gardening* was granted another major contract to provide landscape maintenance for the Valencia Fairways Homeowner's Association (VFHA) in Valencia, California. *Alma Gardening* has been renewing its contract with VFHA every two years for the past 14 years. The Company has existing contracts with Gab Property Management in Burbank, California and the Los Angeles County Department of Public Works. In addition, *Alma Gardening* has participated in new home building projects throughout the Los Angeles, Orange, and San Diego Counties. The company has also provided landscape consulting services and supervision to building management associations in Phoenix, Arizona.

Through collaborations with major contractors and sub-contractors *Alma Gardening* has established its presence within the landscaping industry achieving a positive reputation as a respected landscaping company. *Alma Gardening* continues to expand as a small business by continuously seeking new business opportunities.

Staff and Key Personnel

Santiago Gonzalez is the sole owner of Alma Gardening Company. Five employees, mostly family members, make up the company's staff that serves as gardeners and laborers to provide services for all current contracts. Of these, a full-time staff is on duty daily at the Valencia Fairways Homeowner's Association to provide all landscape maintenance services. Services to local business areas are provided by Santiago who is always on call to respond to any urgent requests from building management personnel and business owners. Santiago spends most of his time supervising, training personnel and insuring that all landscape work is properly done in accordance with industry specification, city codes, and regulations.

Financial References

The company's books and financial records and statements are maintained at Osorio's Bookkeeping and Professional Services in San Fernando, California. Bank of America is the company's commercial bank and the primary financing company of needed capital.

Following is information on key contacts regarding Alma Gardening Company. Please feel free to contact the following individuals for any required information.

Santiago Gonzalez
Owner
Alma Gardening Company
2583 W. Sierra Highway
Acton, CA 93510
Tel (661) 269-2958

Michael Max Osorio
Osorio's Professional Services
1115 1st Street
San Fernando, CA 91340
Tel (818) 361-6163

Patricia Thierry
Bank of America
23929 Valencia Blvd.
Valencia, CA 91355
Tel. (661) 253-4653

WORK PLAN OF ACTION

Alma Gardening will provide landscape and maintenance services for the Antelope Valley locations according to the following work plan. All work will be performed according to accepted horticultural standards of quality and workmanship to maintain the landscape in the highest possible aesthetic condition.

1.0 Work Locations

- 1.1 DBAA No. 5 – Southwest corner Avenue M-4 and Shain Lane, Quartz Hill
- 1.2 DBAA No. 8 – Northeast corner Conestoga Drive and 45th Street West, Quartz Hill
- 1.3 DBAA No. 9 – Southeast corner Avenue L-4 and 62nd Street West, Quartz Hill
- 1.4 DBAA No. 13 – Southeast corner Avenue L-8 and 42nd Street West, Quartz Hill
- 1.5 DBAA No. 15 – Northeast corner Avenue L-4 and La Gabriella Drive, Quartz Hill
- 1.6 DBAA No. 17 – Southwest corner Avenue M-8 and 51st Street West, Quartz Hill. Including concrete trapezoidal channel between M-8 and M-4.
- 1.7 DBAA No. 22 – Southeast corner Avenue M-2 and Elk Run Lane, Quartz Hill
- 1.8 DBAA No. 23 – Southwest corner Avenue L-4 and 51st Street West, Quartz Hill
- 1.9 DBAA No. 25 – Northeast corner Serene Avenue and 43rd Street West, Quartz Hill
- 1.10 DBAA No. 26 – Southeast corner L-4 and 52nd Street West, Quartz Hill
- 1.11 DBAA No. 28 – Southwest corner Avenue M-12 and 51st Street West, Quartz Hill
- 1.12 Ridge Route Road Median – Lake Hughes Road/Castaic Lake Drive, Castaic
- 1.13 Road Maintenance District 5 Headquarters (MD5) – 38126 N. Sierra Highway, Palmdale
- 1.14 Road Division 556 Yard (RD 556) – 27624 Parker Road, Castaic
- 1.15 Pico Canyon Road – Median landscape maintenance, Santa Clarita
- 1.16 Ocotillo School Parkway – Ocotillo School Drive

2.0 Work Description

Alma Gardening will furnish all supervision, labor, materials, tools, equipment, transportation, fertilizers, herbicides and any other necessary items to perform landscape maintenance services at the above job sites. Full cleanup of all weeds and vegetation in an around each of the work locations using a weed eater, a brush mower and any necessary hand tools for difficult areas, including but not limited to the following specifications

- 2.1 Weeds will be maintained at a maximum of three inches in height. Aquatic growth will be removed if greater than one square yard or taller than three inches over basin water height.
- 2.2 Interiors of basins and four feet around the outside perimeter wall/fence will be kept free of all debris, trash, leaves, branches, papers, bottles, etc.
- 2.3 Herbicides will be used to control weeds and unwanted vegetation. Alma Gardening is Qualified Applicator, certified by the State of California's Department of Pesticide Regulation, therefore any chemical weed control methods will be performed according to state regulations. The type and concentration of herbicide shall be approved by Public Works prior to usage.
- 2.4 All adjacent concrete areas, sidewalks, and patios will be cleaned of leaves, grass, debris and trash every other week.
- 2.5 Graffiti appearing on all concrete or masonry surfaces will be removed within 24 hours upon discovery by the contractor or by notification from public works.
- 2.6 All cuttings, trash and debris will be collected and properly disposed at a legally recognized landfill at the contractor's expense. Disposal receipts will be made available upon request.
- 2.7 Maintenance of concrete trapezoidal channel (DBAA No. 17) will include keeping the right of way, channel, and channel walls free of vegetation, mud, debris, bottles, paper, trash and graffiti.
- 2.8 All weeds and undesirable vegetation growing up along the inside and the outside of perimeter block walls and fencing, continuing to the curb side will be kept clear.
- 2.9 Fertilizer will be applied to plants within beneficial vegetation beds twice a year or as required to stimulate growth.

3.0 Irrigation Systems and Beneficial Landscaping

In addition to the general work above, following is the work description for all basins with beneficial landscaping and irrigation systems which includes all labor, equipment, supervision, and materials required to maintain the landscaping.

- 3.1 All beneficial landscaping including trees, shrubs, climbing plants, groundcovers, etc., and irrigation systems such as bubblers, sprinkler heads, P.V.C. pipe fittings and risers will be maintained. Any beneficial landscaping or irrigation system damages by Alma Gardening will be replaced at their own expense.
- 3.2 Alma Gardening personnel will inspect the irrigation systems regularly for any broken or clogged heads, malfunctioning or leaking valves, or any other conditions that hamper the correct operation of the system. Any operations hampering condition will be reported to Public Works within two days.
- 3.3 Alma Gardening will manage and adjust the automatic irrigation controllers to promote healthy growth and to avoid water waste. Specific care will be taken to keep irrigation run-off to a minimum. Irrigation system will be turned off

during rainy weather or high moisture periods. Irrigation schedule will be adjusted to midday from December 2 to March 31 to prevent the likelihood of irrigation run-off freezing on adjacent concrete surfaces and sidewalks.

Irrigation schedule will be set to early morning from April 1 to November 30 to maximize infiltration into the soil.

- 3.4 Groundcovers will be pruned twice a month or as necessary neatly away from shrubs, trees, walks, walls, headers, etc.
- 3.5 Beneficial Landscaping beds will be cleaned of all debris, trash, leaves, branches, papers, bottles, etc.
- 3.6 Dead, missing and unhealthy looking plants will be replaced to maintain full, even and healthy looking planting beds. Replacement cost will be considered and extra cost above the contract bid amount as stated in the schedule of prices.
- 3.7 Open soil between plants will be cultivated regularly and intruding weeds will be removed from the beneficial vegetation beds.
- 3.8 All plants will be inspected for vermin or insect infestations and/or disease. Chemical means will be employed if required due to vermin and/or insect infestations.

4.0 Tree Care

- 4.1 Alma Gardening will replace missing or damaged stakes where the tree diameter is less than three inches;
- 4.2 Install stakes in those cases where the tree has been damaged and requires staking for support.
- 4.3 Check tree ties once a month and earlier retie or remove along with the stakes where the tree diameter is more than three inches.

5.0 Shrubbery and Vines

- 5.1 Will be trimmed to restrict growth onto adjacent roads, driveways and walkways. Maximum height will be 4 feet.
- 5.2 Shrubs will be trimmed once a year in the month of March and as needed during the rest of the year to insure limited growth to 4 feet. Shrubs shall be trimmed no shorter than 3 ½ feet in length.
- 5.3 Landscape to the road right of way shall be pruned as necessary.

6.0 Groundcovers

- 6.1 Will remove all dead or deceased branches as they develop.
- 6.2 All ground covers will be kept away from the paved services.
- 6.3 Groundcovers will be trimmed once a year during early Spring.

7.0 Ornamental Grass

- 7.1 Ornamental grass will be kept in their natural form; areas will be mowed and cut in an artisan-like manner without scalping or allowing excessive cuttings to remain.

8.0 Litter Control

- 8.1 Litter control will take place once a week

9.0 Weed Control

- 9.1 All areas will be kept free of weeds.

10.0 Rodent Control

- 10.1 All areas will be kept free of rodents, including, but not limited to gophers and ground squirrels. Public Works will provide rodenticide to be used, such rodenticide will be recommended by the County of Los Angeles Agricultural Commissioner/Weights and Measures and/or California Agricultural Pest Control Adviser registered with the Los Angeles County Agricultural Commissioner.

11.0 Lawns

- 11.1 Lawn areas will be mowed and edged in a professional manner to assure smooth surface appearance on a weekly basis during the months of May through October and twice monthly during the months of November through April.
- 11.2 Cuttings will be collected and disposed of on site at the location designated by Road Maintenance personnel.
- 11.3 Fertilizers will be applied twice annually or as required to stimulate growth.
- 11.4 Herbicide (weed killer) will be applied as necessary to deter growth and spread of undesirable weeds such as dandelions, etc. and will be subject to all applicable laws and regulations.

12.0 Concrete Areas

- 12.1 All adjacent areas will be swept clean of all leaves, grass, debris, and trash twice a month.
- 12.2 Trash/debris will be collected and disposed of on-site at the location designated by Road Maintenance Personnel.

13.0 Inspections and Workmanship

- 13.1 All work will be performed in a workmanlike manner to the satisfaction of the Director/designee. Any unacceptable should be corrected within three days of notification.
- 13.2 Alma Gardening will provide adequate supervision to furnish crew direction, surveillance and inspection of workmanship, and adherence to schedule.
- 13.3 Alma Gardening will assign one full time employee and supervisor to properly perform and supervise the work.

14.0 Hours and Days of Service

- 14.1 All will be performed weekdays (Monday thru Friday) between the hours of 7 a.m. and 4 p.m. No work will be performed on weekends or holidays (New Year's Day, Martin Luther King Day, President's Day, Memorial Day, 4th of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving and Christmas).
- 14.2 Inspection/Maintenace will be done at a minimum once per month to achieve the required level of maintenance.

15.0 Natural Disasters

Alma Gardening will not be responsible for damages such as freezing due to weather conditions. In the event that plants, trees, concrete areas, etc are affected by weather conditions or natural disaster such as an earthquake, Alma Gardening will notify public works immediately and submit a bid at the request of Public Works to repair damages, replace plants and trees, etc.

The above specification will be applied throughout the various work sites where applicable and in accordance with all the details specified in the scope of work detailed in the Request for Proposals documents.

LICENSES AND CERTIFICATIONS



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **425032**

Entry **INDIV**

Business Name **ALMA GARDENING CO**

Classification(s) **C27**

Expiration Date **07/31/2008**



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM



DATE OF ISSUE

QUALIFIED APPLICATOR CERTIFICATE

VALID THROUGH

01/01/2007

12/31/2008

QC 17446

B

SANTIAGO GONZALEZ
2583 W SIERRA HWY
ACTON CA 93510

DEC-23-2005 FRI 11:48 AM Western Est. Home Office FAX NO. 7145331199

P. 01/01

LICENSE NO.
02072 00016

STATE OF CALIFORNIA
DEPARTMENT OF PESTICIDE REGULATION
1001 I STREET
SACRAMENTO, CALIFORNIA 95814
(916) 445-4038



THIS LICENSE EXPIRES
December 31, 2007

PEST CONTROL BUSINESS LICENSE
BRANCH LOCATION

WESTERN EXTERMINATOR CO.
37804 SIERRA HWY
PALMDALE CA 93550

— THIS LICENSE PROBATIONARY BY PUBLIC VIEW —
THIS LICENSE IS NOT TRANSFERABLE. ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE.

Insurance Policy Information and Liability Limits

Attached you will find Insurance certificate with current policy limits. Note that Alma Gardening will provide the required insurance before starting work which will supersede all information submitted via the attached certificates of insurance.

In addition all subcontractors will meet the insurance requirements and/or Alma Gardening will endorse such subcontractor to meet the contracts requirements.

INSURANCE COVERAGE AND LIMITS

Attached you will find current policy information and coverage limits for liability and worker's compensations insurances.

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/27/2007

PRODUCER SKYLES INSURANCE AGENCY 9840 BUSINESS PARK DRIVE SACRAMENTO, CA 95827		916-361-9585	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED ALMA GARDENING CO SANTIAGO GONZALEZ 2583 WEST SIERRA HWY ACTION, CA 93510		INSURERS AFFORDING COVERAGE INSURER A: LLOYDS OF LONDON INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SUNSET CLAUSE <input checked="" type="checkbox"/> DEDUCTIBLE \$2,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	WSR-000698-1	8/12/07	8/12/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS & COMP/OP AGG \$ 1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY, EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE, EA EMPLOYEE \$ E.L. DISEASE, POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS ADDED AS ADDITIONAL INSURED. AS CONTRACTED BY ADDITIONAL INSURED. ENDORSEMENT TO FOLLOW UNDER SEPARATE COVER
 E: MULTIPLE PROJECT LOCATIONS IN THE LOS ANGELES COUNTY AREA
 10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT

CERTIFICATE HOLDER

COUNTY OF LOS ANGELES DEPT OF PUBLIC WORKS
 ADMINISTRATIVE SERVICES DIVISION
 P.O. BOX 1460
 ALHAMBRA, CA 91802-1460
 ATTN: ANTHONY FORD 626 458 4194 / 661 269 2958

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 BP/sc

ACORD 25 (2001/08)

COPY

ACORD CORPORATION 1988

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
3/22/2007

PRODUCER (530) 668-2777
 Armstrong & Associates Insurance Services
 cense # 0B50501
 O. Box 1270
 Woodland, CA 95776-1270

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

SURED Alma Gardening Co.
 2583 West Sierra Highway
 Acton, CA 93510-

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Preferred Employers Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	LSN1308062	4/1/2007	4/1/2008	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

COPY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

License #425032

CERTIFICATE HOLDER

Contractors State License Board
 Attn: Workers' Compensation Unit
 P.O. Box 26000
 Sacramento, CA 95826-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Martin Armstrong

CERTIFICATE OF INSURANCE

EFFECTIVE DATE
OF CERTIFICATE
06/05/07

ALLSTATE INSURANCE COMPANY
HOME OFFICE - NORTHBROOK, IL 60062
hereby certifies that the following insurance is in force:

POLICYHOLDER
SANTIAGO GONZALEZ
DBA ALMA GARDENING
2583 WEST SIERRA HWY
ACTON, CA 93510-1438

POLICY NUMBER
048724582 BAP

POLICY PERIOD
06/05/07 TO 06/05/08
AT 12:01 A.M. STANDARD TIME

The person or organization designated below is described in the policy as:

COUNTY OF LOS ANGELES DEPT OF
PUBLIC WORKS ADMIN SERVICE DIV
P O BOX 1460
ALHAMBRA, CA 91802-2460

<input type="checkbox"/>	LIENHOLDER (Loss Payable Clause)
<input type="checkbox"/>	ADDITIONAL INTERESTED PARTY
<input checked="" type="checkbox"/>	ADDITIONAL INSURED
<input type="checkbox"/>	CERTIFICATE HOLDER

Coverages designated are afforded as stated below:

Basis of Coverage:

LIMITS OF LIABILITY \$ 1,000,000 COMBINED SINGLE LIMITS

<input type="checkbox"/>	ANY "AUTO"
<input type="checkbox"/>	OWNED "AUTOS" ONLY
<input checked="" type="checkbox"/>	SPECIFICALLY DESCRIBED "AUTOS"
<input type="checkbox"/>	HIRED "AUTOS" ONLY
<input type="checkbox"/>	NONOWNED "AUTOS" ONLY
<input type="checkbox"/>	OWNED PRIVATE PASSENGER "AUTOS" ONLY
<input type="checkbox"/>	OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER
<input type="checkbox"/>	OWNED COMMERCIAL "AUTOS" ONLY

To the person or organization stated above:

This policy, as respects the interest of the loss payee, additional interested party, additional insured or certificate holder named herein, may be cancelled by the Company during the policy period by giving such person or organization 10 days written notice at its last address known to the Company.

Proof of such mailing is deemed sufficient proof of such notice.

This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy referred to above.



FORMS

VERIFICATION OF PROPOSAL

DATE: <u>SEPT. 5, 2007</u>		THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS:	
1. THIS DECLARATION IS GIVEN IN SUPPORT OF A PROPOSAL FOR A CONTRACT WITH THE COUNTY OF LOS ANGELES.			
2. NAME OF SERVICE: <u>ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (2007-PAD62)</u>			
DECLARANT INFORMATION			
3. NAME OF DECLARANT: <u>SANTIAGO GONZALEZ</u>			
4. I AM DULY VESTED WITH THE AUTHORITY TO MAKE AND SIGN INSTRUMENTS FOR AND ON BEHALF OF THE PROPOSER(S). <u>YES.</u>			
5. MY TITLE, CAPACITY, OR RELATIONSHIP TO THE PROPOSER(S) IS: <u>COMPANY OWNER</u>			
PROPOSER INFORMATION			
6. Proposer's full legal name: <u>SANTIAGO GONZALEZ</u>		Telephone No.: <u>(661) 269-2958</u>	
Address: <u>2583 W. SIERRA HWY ACTON, CA 93510</u>		Fax No.: <u>(661) 269-2958</u>	
e-mail: <u>santiago21972@yahoo.com</u>	County WebVen No.: <u>105945</u>	IRS No.: <u>95-4225748</u>	Business License No.:
7. Proposer's fictitious business name(s) or dba(s) (if any): <u>ALMA GARDENING COMPANY</u>			
County(s) of Registration: <u>LDS ANGELES</u>		State: <u>CA</u>	Year(s) became DBA: <u>1982</u>
8. The Proposer's form of business entity is (CHECK ONLY ONE):			
<input checked="" type="checkbox"/> Sole proprietor	Name of Proprietor: <u>SANTIAGO GONZALEZ</u>		
<input type="checkbox"/> A corporation:	Corporation's principal place of business:		
	State of incorporation:		Year incorporated:
<input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts		President/CEO:	
		Secretary:	
<input type="checkbox"/> A general partnership:		Names of partners:	
<input type="checkbox"/> A limited partnership:		Name of general partner:	
<input type="checkbox"/> A joint venture of:		Names of joint venturers:	
<input type="checkbox"/> A limited liability company:		Name of managing member:	
9. The only persons or firms interested in this proposal as principals are the following:			
Name(s) <u>SANTIAGO GONZALEZ</u>	Title <u>OWNER</u>	Phone <u>(661) 269-2958</u>	Fax <u>(661) 269-2958</u>
Street <u>2583 W. SIERRA HWY</u>	City <u>ACTON</u>	State <u>CA</u>	Zip <u>93510</u>
Name(s)	Title	Phone	Fax
Street	City	State	Zip
10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____			
11. Has your firm done business under any other name(s) within the last five years? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s): Name(s): _____ Year of name change: _____ Name(s): _____ Year of name change: _____			
12. Is your firm involved in any pending acquisition or merger? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____			
13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final.			
14. CHECK ONE:	<input checked="" type="checkbox"/> (a) I am making these representations and all representation contained in this proposal on my personal knowledge; OR <input type="checkbox"/> (b) I am making these representations all representation contained in this proposal based on information and belief that they are true.		
I declare under penalty of perjury under the laws of California that is true and correct.			
Signature of Proposer or Authorized Agent: <u>Santiago Gonzalez</u>			Date: <u>9/5/07</u>
Type name and title: <u>SANTIAGO GONZALEZ, OWNER</u>			

Fax

To: Tami Maldonado

From: Ana Perez

Alma Gardening Co.

Fax: 626-458-4194

Pages: 1

Phone: 626-458-4080

Date: 9/12/2007

Re: ANTELOPE VALLEY LANDSCAPED

CC:

MAINTENANCE (2007-PA062)

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

● **Comments:**

Please accept this fax as a confirmation for the following changes and or amendments to the original proposal for Antelope Valley Landscape Maintenance (2007-PA062).

- The total proposal amount for all services shall be changed from \$41,915 to **\$43,215**

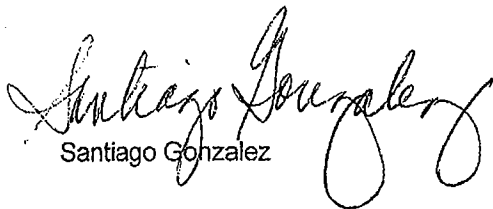
- Alma Gardening currently has the following contracts with the LA County

Landscape Maintenance Antelope Valley – \$35,772

Ocotillo School – Annual Amount \$2,700

Total Annual Amount = \$38,472

Sincerely,


Santiago Gonzalez

SCHEDULE OF PRICES

FOR

ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (2007-PA062)

In accordance with these Specifications, the undersigned Proposer is herewith submitting the following prices for the performance of the work as described in these Specifications. The Proposer shall furnish all labor, supervision, equipment, materials, transportation, taxes, equipment, and supplies except those specified to be furnished by the County. Tasks shall be performed with nothing but the highest of standards at no less than the minimum hours set forth below. For As-Needed Additional Items Requiring Departmental Approval, it is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices (cost per frequency) quoted, if any, will apply to the actual quantities, whatever they may be. The words "frequency" and "unit" are to be used interchangeably.

RIDGE ROUTE AND PICO CANYON MEDIANS, OCOTILLO SCHOOL PARKWAY

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency X Frequency X Cost Per Hour = Annual Cost			
1.	All Site Inspection and Reporting per Requirements					
	a. Inspection	0.5	1.0	52	\$ 25	\$ 1300
	b. Reporting	0.5	1.0	12	\$ 25	\$ 300
2.	All Management and Supervision	0.25	.5	52	\$ 25	\$ 650
3.	Mowing Ornamental Grass					
	a. Warm Season - April through November	0.25	.5	52	\$ 25	\$ 650
	b. Cool Season - December through March	NA	NA	NA	\$ NA	\$ NA

FORM PW-2.1

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency X Frequency X Cost Per Hour = Annual Cost			
4.	Mechanical Edging					
	a. Turf Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
	b. Groundcover	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	<u>0.5</u>	<u>1.0</u>	<u>52</u>	\$ <u>25</u>	\$ <u>1300</u>
	b. Bare Areas	<u>0.5</u>	<u>1.0</u>	<u>52</u>	\$ <u>25</u>	\$ <u>1300</u>
	c. Undeveloped Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
6.	Litter Control	<u>0.5</u>	<u>1.0</u>	<u>52</u>	\$ <u>25</u>	\$ <u>1300</u>
7.	Raking					
	a. Turf Under Trees	<u>0.5</u>	<u>1.0</u>	<u>52</u>	\$ <u>25</u>	\$ <u>1300</u>
	b. Planter Beds and Planters	<u>0.5</u>	<u>1.0</u>	<u>52</u>	\$ <u>25</u>	\$ <u>1300</u>

FORM PW-2.1

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency X Frequency X Cost Per Hour = Annual Cost			
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	NA	NA	NA	\$ NA	\$ NA
	b. Shrub Safety Clearance/ Shrub Pruning	0.25	.5	52	\$ 25	\$ 650
	c. Hedge Shaping /Trimming	0.25	.5	52	\$ 25	\$ 650
	d. Groundcover Thinning	1	1	1	\$ 35	\$ 35
	e. Turf Reseeding	NA	NA	NA	\$ NA	\$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	1	1	24	\$ 25	\$ 600
10.	Aerification	NA	NA	NA	\$ NA	\$ NA
11.	Rodent Control	0.25	.5	52	\$ 25	\$ 650
12.	Turf and Plant Fertilization	0.5	1.0	52	\$ 25	\$ 1300

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency X Frequency X Cost Per Hour = Annual Cost			
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	\$ <u>35</u>	\$ <u>NA</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	\$ <u>35</u>	\$ <u>NA</u>

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency X Frequency X Cost Per Hour = Annual Cost			
14.	Irrigation/Watering – Manual					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	<u>0.5</u>	<u>1.0</u>	<u>12</u>	\$ <u>25</u>	\$ <u>300</u>
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	<u>0.5</u>	<u>1.0</u>	<u>12</u>	\$ <u>25</u>	\$ <u>300</u>
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	\$ <u>35</u>	\$ <u>NA</u>
	d. Manual Watering of Turf and Shrubs, more often if necessary	<u>As Needed</u>	<u>As Needed</u>	<u>30 days if automatic system fails</u>	\$ <u>35</u>	\$ <u>NA</u>
15.	Graffiti Removal	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	\$ <u>50</u>	\$ <u>NA</u>
16.	Tree Staking and Tying	<u>0.5</u>	<u>1.0</u>	<u>12</u>	\$ <u>25</u>	\$ <u>300</u>
ANNUAL SUBTOTAL – RIDGE ROUTE AND PICO CANYON MEDIANS					\$ <u>14,185</u>	

DRAINAGE BASIN ASSESSMENT AREAS (DBAAs)

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency X Frequency X Cost Per Hour = Annual Cost			
1.	All Site Inspection and Reporting per Requirements					
	a. Inspection	0.5	1.0	52	\$ 25	\$ 1300
	b. Inspection	0.5	1.0	12	\$ 25	\$ 300
2.	All Management and Supervision	0.25	.5	52	\$ 25	\$ 650
3.	Mowing					
	a. Warm Season - April through November	NA	NA	NA	\$ NA	\$ NA
	b. Cool Season - December through March	NA	NA	NA	\$ NA	\$ NA
4.	Mechanical Edging					
	a. Turf Areas	NA	NA	NA	\$ NA	\$ NA
	b. Groundcover	NA	NA	NA	\$ NA	\$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	0.5	1.0	52	\$ 25	\$ 1300
	b. Bare Areas	0.5	1.0	52	\$ 25	\$ 1300
	c. Undeveloped Areas	0.5	1.0	52	\$ 25	\$ 1300

FORM PW-2.1

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			$\text{Proposed Hours Per Frequency} \times \text{Frequency} \times \text{Cost Per Hour} = \text{Annual Cost}$			
6.	Litter Control	<u>0.5</u>	<u>1.0</u>	<u>52</u>	\$ <u>25</u>	\$ <u>1300</u>
7.	Raking					
	a. Turf Under Trees	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
	b. Planter Beds and Planters	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
	b. Shrub Safety Clearance/Shrub Pruning-Growing season	<u>0.5</u>	<u>20</u>	<u>6</u>	\$ <u>25</u>	\$ <u>300</u>
	c. Hedge Shaping/Trimming	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
	d. Groundcover Thinning	<u>1</u>	<u>1</u>	<u>24</u>	\$ <u>25</u>	\$ <u>600</u>
	e. Turf Reseeding	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
9.	Sweeping – Hard Surfaces, Walks, and Steps	<u>1</u>	<u>1</u>	<u>24</u>	\$ <u>25</u>	\$ <u>600</u>
10.	Aerification	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
11.	Rodent Control	<u>0.25</u>	<u>1</u>	<u>26</u>	\$ <u>25</u>	\$ 600 \$ <u>650</u>

FORM PW-2.1

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			$\frac{\text{Proposed Hours}}{\text{Per Frequency}} \times \text{Frequency} \times \text{Cost Per Hour} = \text{Annual Cost}$			
12.	Turf and Plant Fertilization	<u>0.5</u>	<u>4.0</u>	<u>2</u>	\$ <u>50</u>	\$ <u>400</u>
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	\$ <u>50</u>	\$ <u>NA</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	\$ <u>50</u>	\$ <u>NA</u>

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			$\frac{\text{Proposed Hours Per Frequency}}{\text{Frequency}} \times \text{Cost Per Hour} = \text{Annual Cost}$			
14.	Irrigation/Watering – Manual					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	1.0	12	\$ 25	\$ 300
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	1.0	12	\$ 25	\$ 300
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	As Needed	As Needed	As Needed	\$ 35	\$ NA
	d. Manual Watering of Turf and Shrubs, more often if necessary	NA	NA	NA	\$ NA	\$ NA
15.	Graffiti Removal	As Needed	As Needed	As Needed	\$ 50	\$ NA
ANNUAL SUBTOTAL - DBAAs					\$ 10,550.	\$ 10,600.00

MD5 OFFICE AND RD556- CASTIAC YARD

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency X Frequency X Cost Per Hour = Annual Cost			
1.	All Site Inspection and Reporting per Requirements					
	a. Inspection	0.5	1.0	52	\$ 25	\$ 1300
	b. Inspection	0.5	2.0	12	\$ 25	\$ 600
2.	All Management and Supervision	0.5	2.0	52	\$ 25	\$ 1300 \$2600
3.	Mowing					
	a. Warm Season - May through October	0.5	1.0	26	\$ 25	\$ 650
	b. Cool Season - November through April	0.5	1.0	12	\$ 25	\$ 300
4.	Mechanical Edging					
	a. Turf Areas	NA	NA	NA	\$ NA	\$ NA
	b. Groundcover	NA	NA	NA	\$ NA	\$ NA
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	0.5	1.0	52	\$ 25	\$ 1300
	b. Bare Areas	0.5	1.0	52	\$ 25	\$ 1300
	c. Undeveloped Areas	NA	NA	NA	\$ NA	\$ NA

FORM PW-2.1

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency X Frequency X Cost Per Hour = Annual Cost			
6.	Litter Control	0.5	2.0	12	\$ 25	\$ 600
7.	Raking					
	a. Turf Under Trees	0.5	1.0	52	\$ 25	\$ 1300
	b. Planter Beds and Planters	0.5	1.0	52	\$ 25	\$ 1300
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	NA	NA	NA	\$ NA	\$ NA
	b. Shrub Safety Clearance/ Shrub Pruning	1	1	24	\$ 25	\$ 600
	c. Hedge Shaping /Trimming	0.5	1.0	26	\$ 25	\$ 650
	d. Groundcover Thinning	1	1	24	\$ 25	\$ 600
	e. Turf Reseeding	NA	NA	NA	\$ NA	\$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	0.5	1.0	24	\$ 25	\$ 600
10.	Aerification	NA	NA	NA	\$ NA	\$ NA
11.	Rodent Control	0.5	1.0	52	\$ 25	\$ 1300

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			$\frac{\text{Proposed Hours}}{\text{Per Frequency}} \times \text{Frequency} \times \text{Cost Per Hour} = \text{Annual Cost}$			
12.	Turf and Plant Fertilization	<u>1</u>	<u>4.0</u>	<u>2</u>	\$ <u>35</u>	\$ <u>280</u>
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	\$ <u>35</u>	\$ <u>NA</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	\$ <u>35</u>	\$ <u>NA</u>

FORM PW-2.1

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency X Frequency X Cost Per Hour = Annual Cost			
14.	Irrigation/Watering – Manual					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	1.0	12	\$ 25	\$ 300
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	1.0	24	\$ 25	\$ 600
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	As Needed	As Needed	As Needed	\$ 35	\$ NA
	d. Manual Watering of Turf and Shrubs, more often if necessary	As Needed	As Needed	As Needed	\$ 35	\$ NA
15.	Graffiti Removal	As Needed	As Needed	As Needed	\$ 50	\$ NA
ANNUAL SUBTOTAL – MD5 OFFICE AND RD556- CASTIAC YARD					\$ 14930.	\$ 16,180.00

AS NEEDED ADDITIONAL ITEMS REQUIRING DEPARTMENT APPROVAL

ITEM	ITEM DESCRIPTION	UNIT	NO. OF UNITS	COST PER UNIT	ANNUAL COST
			No. of Units	X Cost Per Unit	= Annual Cost
1.	Remove Dead Trees	Each	<u>3</u>	\$ <u>300</u>	\$ <u>900</u>
2.	Plant Replacement				
	a. 1-gallon size plant material and installation	Each	<u>6</u>	\$ <u>12.-</u>	\$ <u>72</u>
	b. 5-gallon size plant material and installation	Each	<u>1</u>	\$ <u>30.-</u>	\$ <u>30</u>
	c. 15-gallon tree, including material and installation	Each	<u>2</u>	\$ <u>50</u>	\$ <u>100</u>
	d. 24-inch box size tree, including material and installation	Each	<u>1</u>	\$ <u>140</u>	\$ <u>140</u>
3.	Cost for manual operation of irrigation system past the required 30-day period	Hourly	<u>10</u>	\$ <u>38.-</u>	\$ <u>380</u>
4.	Cost for irrigation system repairs, 4-hour minimum for emergency call out repairs	Hourly	<u>8</u>	\$ <u>38</u>	\$ <u>304</u>
5.	Flat rate for emergency call back to shut off water/turn of irrigation system	Hourly	<u>8</u>	\$ <u>38.-</u>	\$ <u>304</u>
ANNUAL SUBTOTAL – AS NEEDED ADDITIONAL ITEMS REQUIRING DEPARTMENT APPROVAL					\$ <u>2,250</u>

WORK LOCATION	ANNUAL SUBTOTAL
RIDGE ROUTE AND PICO CANYON MEDIANS	\$ 14,185
DBAAs	\$ 10,550. \$10,600 =
MD5 OFFICE AND RD556- CASTIAC YARD	\$ 14,930. \$16,180 =
AS NEEDED ADDITIONAL ITEMS REQUIRING DEPARTMENT APPROVAL	\$ 2,250.-
PROPOSED ANNUAL GRAND TOTAL	\$ 41,915.- \$43,215 -
TOTAL ANNUAL HOURS	821.5

LEGAL NAME OF PROPOSER SANTIAGO GONZALEZ OBO ALBA GARDENING CO.		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON OWNER		
DATE 9/5/07	STATE CONTRACTOR'S LICENSE NUMBER LIC NO. 425032	LICENSE TYPE C-27
PROPOSER'S ADDRESS: 2583 W. Sierra Hwy Acton. CA 93510		
PHONE (661) 269. 2958	FACSIMILE (818) (661) 269. 2958	E-MAIL anagler2912@yahoo.com

SCHEDULE OF PRICES

FOR

ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (2007-PA062)

In accordance with these Specifications, the undersigned Proposer is herewith submitting the following prices for the performance of the work as described in these Specifications. The Proposer shall furnish all labor, supervision, equipment, materials, transportation, taxes, equipment, and supplies except those specified to be furnished by the County. Tasks shall be performed with nothing but the highest of standards at no less than the minimum hours set forth below. For As-Needed Additional Items Requiring Departmental Approval, it is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices (cost per frequency) quoted, if any, will apply to the actual quantities, whatever they may be. The words "frequency" and "unit" are to be used interchangeably.

RIDGE ROUTE AND PICO CANYON MEDIANS, OCOTILLO SCHOOL PARKWAY

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency X Frequency X Cost Per Hour = Annual Cost			
1.	All Site Inspection and Reporting per Requirements					
	a. Inspection	0.5	1.0	52	\$ 25	\$ 1300
	b. Reporting	0.5	1.0	12	\$ 25	\$ 300
2.	All Management and Supervision	0.25	.5	52	\$ 25	\$ 650
3.	Mowing Ornamental Grass					
	a. Warm Season - April through November	0.25	.5	52	\$ 25	\$ 650
	b. Cool Season - December through March	NA	NA	NA	\$ NA	\$ NA

FORM PW-2.1

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency X Frequency X Cost Per Hour = Annual Cost			
4.	Mechanical Edging					
	a. Turf Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
	b. Groundcover	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	<u>0.5</u>	<u>1.0</u>	<u>52</u>	\$ <u>25</u>	\$ <u>1300</u>
	b. Bare Areas	<u>0.5</u>	<u>1.0</u>	<u>52</u>	\$ <u>25</u>	\$ <u>1300</u>
	c. Undeveloped Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
6.	Litter Control	<u>0.5</u>	<u>1.0</u>	<u>52</u>	\$ <u>25</u>	\$ <u>1300</u>
7.	Raking					
	a. Turf Under Trees	<u>0.5</u>	<u>1.0</u>	<u>52</u>	\$ <u>25</u>	\$ <u>1300</u>
	b. Planter Beds and Planters	<u>0.5</u>	<u>1.0</u>	<u>52</u>	\$ <u>25</u>	\$ <u>1300</u>

FORM PW-2.1

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency	X Frequency	X Cost Per Hour	= Annual Cost
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	NA	NA	NA	\$ NA	\$ NA
	b. Shrub Safety Clearance/ Shrub Pruning	0.25	.5	52	\$ 25	\$ 650
	c. Hedge Shaping /Trimming	0.25	.5	52	\$ 25	\$ 650
	d. Groundcover Thinning	1	1	1	\$ 35	\$ 35
	e. Turf Reseeding	NA	NA	NA	\$ NA	\$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	1	1	24	\$ 25	\$ 600
10.	Aerification	NA	NA	NA	\$ NA	\$ NA
11.	Rodent Control	0.25	.5	52	\$ 25	\$ 650
12.	Turf and Plant Fertilization	0.5	1.0	52	\$ 25	\$ 1300

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			$\text{Proposed Hours Per Frequency} \times \text{Frequency} \times \text{Cost Per Hour} = \text{Annual Cost}$			
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	\$ <u>35</u>	\$ <u>NA</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	\$ <u>35</u>	\$ <u>NA</u>

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency X Frequency X Cost Per Hour = Annual Cost			
14.	Irrigation/Watering – Manual					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	1.0	12	\$ 25	\$ 300
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	1.0	12	\$ 25	\$ 300
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	As Needed	As Needed	As Needed	\$ 35	\$ NA
	d. Manual Watering of Turf and Shrubs, more often if necessary	As Needed	As Needed	30 days if automatic system fails	\$ 35	\$ NA
15.	Graffiti Removal	As Needed	As Needed	As Needed	\$ 50	\$ NA
16.	Tree Staking and Tying	0.5	1.0	12	\$ 25	\$ 300
ANNUAL SUBTOTAL – RIDGE ROUTE AND PICO CANYON MEDIANS					\$ 14,185	

DRAINAGE BASIN ASSESSMENT AREAS (DBAAs)

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency X Frequency X Cost Per Hour = Annual Cost			
1.	All Site Inspection and Reporting per Requirements					
	a. Inspection	<u>0.5</u>	<u>1.0</u>	<u>52</u>	\$ <u>25</u>	\$ <u>1300</u>
	b. Inspection	<u>0.5</u>	<u>1.0</u>	<u>12</u>	\$ <u>25</u>	\$ <u>300</u>
2.	All Management and Supervision	<u>0.25</u>	<u>.5</u>	<u>52</u>	\$ <u>25</u>	\$ <u>650</u>
3.	Mowing					
	a. Warm Season - April through November	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
	b. Cool Season - December through March	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
4.	Mechanical Edging					
	a. Turf Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
	b. Groundcover	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	<u>0.5</u>	<u>1.0</u>	<u>52</u>	\$ <u>25</u>	\$ <u>1300</u>
	b. Bare Areas	<u>0.5</u>	<u>1.0</u>	<u>52</u>	\$ <u>25</u>	\$ <u>1300</u>
	c. Undeveloped Areas	<u>0.5</u>	<u>1.0</u>	<u>52</u>	\$ <u>25</u>	\$ <u>1300</u>

FORM PW-2.1

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency X Frequency X Cost Per Hour = Annual Cost			
6.	Litter Control	<u>0.5</u>	<u>1.0</u>	<u>52</u>	\$ <u>25</u>	\$ <u>1300</u>
7.	Raking					
	a. Turf Under Trees	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
	b. Planter Beds and Planters	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
	b. Shrub Safety Clearance/ Shrub Pruning- Growing season	<u>0.5</u>	<u>2.0</u>	<u>6</u>	\$ <u>25</u>	\$ <u>300</u>
	c. Hedge Shaping /Trimming	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
	d. Groundcover Thinning	<u>1</u>	<u>1</u>	<u>24</u>	\$ <u>25</u>	\$ <u>600</u>
	e. Turf Reseeding	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
9.	Sweeping – Hard Surfaces, Walks, and Steps	<u>1</u>	<u>1</u>	<u>24</u>	\$ <u>25</u>	\$ <u>600</u>
10.	Aerification	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
11.	Rodent Control	<u>0.25</u>	<u>1</u>	<u>26</u>	\$ <u>25</u>	\$ <u>600</u>

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency X Frequency X Cost Per Hour = Annual Cost			
12.	Turf and Plant Fertilization	<u>0.5</u>	<u>4.0</u>	<u>2</u>	\$ <u>50</u>	\$ <u>400</u>
13.	Chemical Application					
	a. Turf – detailing general turf areas with systemic herbicides	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	\$ <u>50</u>	\$ <u>NA</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds – with systematic herbicides	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	\$ <u>50</u>	\$ <u>NA</u>

FORM PW-2.1

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency X Frequency X Cost Per Hour = Annual Cost			
14.	Irrigation/Watering – Manual					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	0.5	1.0	12	\$ 25	\$ 300
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	0.5	1.0	12	\$ 25	\$ 300
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	As Needed	As Needed	As Needed	\$ 35	\$ NA
	d. Manual Watering of Turf and Shrubs, more often if necessary	NA	NA	NA	\$ NA	\$ NA
15.	Graffiti Removal	As Needed	As Needed	As Needed	\$ 50	\$ NA
ANNUAL SUBTOTAL - DBAAs					\$ 10,550.-	

MD5 OFFICE AND RD556- CASTIAC YARD

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency X Frequency X Cost Per Hour = Annual Cost			
1.	All Site Inspection and Reporting per Requirements					
	a. Inspection	<u>0.5</u>	<u>1.0</u>	<u>52</u>	\$ <u>25</u>	\$ <u>1300</u>
	b. Inspection	<u>0.5</u>	<u>2.0</u>	<u>12</u>	\$ <u>25</u>	\$ <u>600</u>
2.	All Management and Supervision	<u>0.5</u>	<u>2.0</u>	<u>52</u>	\$ <u>25</u>	\$ <u>1300</u>
3.	Mowing					
	a. Warm Season - May through October	<u>0.5</u>	<u>1.0</u>	<u>26</u>	\$ <u>25</u>	\$ <u>650</u>
	b. Cool Season - November through April	<u>0.5</u>	<u>1.0</u>	<u>12</u>	\$ <u>25</u>	\$ <u>300</u>
4.	Mechanical Edging					
	a. Turf Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
	b. Groundcover	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>
5.	Weed Removal					
	a. Walks, Beds, Planters, and Groundcover Hardscape	<u>0.5</u>	<u>1.0</u>	<u>52</u>	\$ <u>25</u>	\$ <u>1300</u>
	b. Bare Areas	<u>0.5</u>	<u>1.0</u>	<u>52</u>	\$ <u>25</u>	\$ <u>1300</u>
	c. Undeveloped Areas	<u>NA</u>	<u>NA</u>	<u>NA</u>	\$ <u>NA</u>	\$ <u>NA</u>

FORM PW-2.1

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency X Frequency X Cost Per Hour = Annual Cost			
6.	Litter Control	0.5	2.0	12	\$ 25	\$ 600
7.	Raking					
	a. Turf Under Trees	0.5	1.0	52	\$ 25	\$ 1300
	b. Planter Beds and Planters	0.5	1.0	52	\$ 25	\$ 1300
8.	Clearance Pruning/Hedge Trimming					
	a. Tree Safety Clearance/Tree Pruning	NA	NA	NA	\$ NA	\$ NA
	b. Shrub Safety Clearance/Shrub Pruning	1	1	24	\$ 25	\$ 600
	c. Hedge Shaping /Trimming	0.5	1.0	26	\$ 25	\$ 650
	d. Groundcover Thinning	1	1	24	\$ 25	\$ 600
	e. Turf Reseeding	NA	NA	NA	\$ NA	\$ NA
9.	Sweeping – Hard Surfaces, Walks, and Steps	0.5	1.0	24	\$ 25	\$ 600
10.	Aerification	NA	NA	NA	\$ NA	\$ NA
11.	Rodent Control	0.5	1.0	52	\$ 25	\$ 1300

FORM PW-2.1

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency X Frequency X Cost Per Hour = Annual Cost			
12.	Turf and Plant Fertilization	<u>1</u>	<u>4.0</u>	<u>2</u>	\$ <u>35</u>	\$ <u>280</u>
13.	Chemical Application					
	a. Turf -- detailing general turf areas with systemic herbicides	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	\$ <u>35</u>	\$ <u>NA</u>
	b. Beds and Planters, Walkways, Hard Surfaces, Undeveloped Areas, Drainage Areas, Curb and Gutter Expansion Joints, Roadways, Stream Beds -- with systematic herbicides	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	\$ <u>35</u>	\$ <u>NA</u>

ITEM	ITEM DESCRIPTION	MINIMUM HOURS PER FREQUENCY	PROPOSED HOURS PER FREQUENCY	FREQUENCY	COST PER HOUR	ANNUAL COST
			Proposed Hours Per Frequency X Frequency X Cost Per Hour = Annual Cost			
14.	Irrigation/Watering – Manual					
	a. Valve Box Integrity – replace covers, check for safety and security, more often if necessary	<u>0.5</u>	<u>1.0</u>	<u>12</u>	\$ <u>25</u>	\$ <u>300</u>
	b. Inspect, Operate, Control, and Make Adjustments, more often if necessary	<u>0.5</u>	<u>1.0</u>	<u>24</u>	\$ <u>25</u>	\$ <u>600</u>
	c. Repair, Replace, Relocate Sprinkler Heads, Repair Lines, more often if necessary	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	\$ <u>35</u>	\$ <u>NA</u>
	d. Manual Watering of Turf and Shrubs, more often if necessary	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	\$ <u>35</u>	\$ <u>NA</u>
15.	Graffiti Removal	<u>As Needed</u>	<u>As Needed</u>	<u>As Needed</u>	\$ <u>50</u>	\$ <u>NA</u>
ANNUAL SUBTOTAL – MD5 OFFICE AND RD556- CASTIAC YARD					\$ <u>14930.-</u>	

AS NEEDED ADDITIONAL ITEMS REQUIRING DEPARTMENT APPROVAL

ITEM	ITEM DESCRIPTION	UNIT	NO. OF UNITS	COST PER UNIT	ANNUAL COST
			No. of Units	X Cost Per Unit	= Annual Cost
1.	Remove Dead Trees	Each	<u>3</u>	\$ <u>300</u>	\$ <u>900</u>
2.	Plant Replacement				
	a. 1-gallon size plant material and installation	Each	<u>6</u>	\$ <u>12.-</u>	\$ <u>72</u>
	b. 5-gallon size plant material and installation	Each	<u>1</u>	\$ <u>30.-</u>	\$ <u>30</u>
	c. 15-gallon tree, including material and installation	Each	<u>2</u>	\$ <u>50</u>	\$ <u>100</u>
	d. 24-inch box size tree, including material and installation	Each	<u>1</u>	\$ <u>140</u>	\$ <u>140</u>
3.	Cost for manual operation of irrigation system past the required 30-day period	Hourly	<u>10</u>	\$ <u>38.-</u>	\$ <u>380</u>
4.	Cost for irrigation system repairs, 4-hour minimum for emergency call out repairs	Hourly	<u>8</u>	\$ <u>38</u>	\$ <u>304</u>
5.	Flat rate for emergency call back to shut off water/turn of irrigation system	Hourly	<u>8</u>	\$ <u>38.-</u>	\$ <u>304</u>
ANNUAL SUBTOTAL - AS NEEDED ADDITIONAL ITEMS REQUIRING DEPARTMENT APPROVAL					\$ <u>2,250</u>

FORM PW-2.1

WORK LOCATION	ANNUAL SUBTOTAL
RIDGE ROUTE AND PICO CANYON MEDIANS	\$ <u>14,185</u>
DBAAs	\$ <u>10,550.</u>
MD5 OFFICE AND RD556- CASTIAC YARD	\$ <u>14,930.</u>
AS NEEDED ADDITIONAL ITEMS REQUIRING DEPARTMENT APPROVAL	\$ <u>2,250.-</u>
PROPOSED ANNUAL GRAND TOTAL	\$ <u>41,915.-</u>

TOTAL ANNUAL HOURS	821.5
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LEGAL NAME OF PROPOSER <u>SANTIAGO GONZALEZ OBO ALBA GARDENING co.</u>		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL		
TITLE OF AUTHORIZED PERSON <u>OWNER</u>		
DATE <u>9/5/07</u>	STATE CONTRACTOR'S LICENSE NUMBER <u>LIC NO. 425032</u>	LICENSE TYPE <u>C-27</u>
PROPOSER'S ADDRESS: <u>2583 W. Sierra Hwy</u> <u>Acton. CA 93510</u>		
PHONE <u>(661) 269. 2158</u>	FACSIMILE <u>(818) (661) 269. 2958</u>	E-MAIL <u>anag1ez1912@yahoo.com</u>

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**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name: <u>ALMA GARDENING CO.</u>		
Company Address: <u>2903 W. SIERRA HWY</u>		
City: <u>ALTON</u>	State: <u>CA</u>	Zip Code: <u>93510</u>
Telephone Number: <u>(661) 219-2958</u>		
(Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

☒ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>SANTIAGO GONZALEZ</u>	Title: <u>OWNER</u>
Signature: <u>Santiago Gonzalez</u>	Date: <u>9/5/07</u>

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: Antelope Valley Landscape Maintenance Services (2007-PA062)
 SERVICE BY PROPOSER: ALMA GARDENING CO - LANDSCAPE MAINT.
 PROPOSAL DATE: 9/5/07

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5. CALENDAR YEARS PRIOR TO CURRENT YEAR

	2002	2003	2004	2005	2006	Total	Current Year to Date
1. Number of contracts.	2	2	3	4	5	16	3
2. Total dollar amount of Contracts (in thousands of dollars).	\$238	\$224	\$247	\$317	\$256	\$1,182	\$150K
3. Number of fatalities.	-	-	-	-	-	-	-
4. Number of lost workday cases.	-	0	-	-	-	-	-
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	-	0	-	-	-	-	-
6. Number of lost workdays.	-	0	-	-	-	-	-

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

SANTAGO GONZALEZ
 Name of Proposer or Authorized Agent (print)

Santiago Gonzalez
 Signature

9/5/07
 Date

CONFLICT OF INTEREST CERTIFICATION

I, SANTIAGO GONZALEZ

- ☒ sole owner
☐ general partner
☐ managing member
☐ President, Secretary, or other proper title) _____

 of ADMA GARDENING COMPANY
 Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

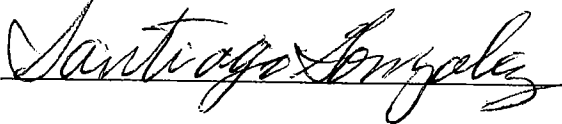
Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

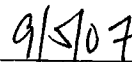
I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed



Date



PROPOSER'S REFERENCE LIST

PROPOSED CONTRACT FOR: Antelope Valley Landscape Maintenance Services (2007-PA062)

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES

All contracts with the County during the previous three years must be listed.

SERVICE: <u>LANDSCAPE MAINT</u>	SERVICE DATES: <u>8/01-Present</u>
DEPT/ DISTRICT: <u>PUBLIC WORKS</u>	
CONTACT: <u>LAURA SM MARTIN</u>	
TELEPHONE: <u>(661) 947-7173</u>	
FAX:	
E-MAIL: <u>lsanmartin@dpw.lacounty.org</u>	

SERVICE: <u>Palmdale</u>	SERVICE DATES: <u>11/01-Present</u>
DEPT/DISTRICT: <u>PUBLIC WORKS</u>	
CONTACT: <u>SHERY TRIPOLI</u>	
TELEPHONE: <u>(661) 947-7173</u>	
FAX:	
E-MAIL: <u>stripoli@dpw.lacounty.org</u>	

SERVICE:	SERVICE DATES:
DEPT/ DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
DEPT/DISTRICT:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

SERVICE: <u>MAINTENANCE</u>	SERVICE DATES: <u>06/91-Present</u>
AGENCY/ FIRM: <u>VALENCIA FAIRWAYS</u>	
ADDRESS: <u>7410 MASTERCLIP WAY</u>	
CONTACT: <u>RON ARNET</u>	
TELEPHONE: <u>(661) 259-8713</u>	
FAX:	
E-MAIL:	

SERVICE: <u>MAINT.</u>	SERVICE DATES: <u>11/00-Present</u>
AGENCY/ FIRM: <u>GAB, INC.</u>	
ADDRESS: <u>9909 TOPANGA Cyn CHATSWORTH</u>	
CONTACT: <u>ERNESTO LECART</u>	
TELEPHONE: <u>(818) 434-8890 / 886-7187</u>	
FAX: <u>(818) 886-7196</u>	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

SERVICE:	SERVICE DATES:
AGENCY/ FIRM:	
ADDRESS:	
CONTACT:	
TELEPHONE:	
FAX:	
E-MAIL:	

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	ALMA GARDENING COMPANY
Address	2583 W. SIERRA HWY ACTON. CA 93510
Internal Revenue Service Employer Identification Number	95-4225-748

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self- analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Proposer	ALMA GARDENING COMPANY	
Authorized representative	SANTIAGO GONZALEZ	
Signature	Santiago Gonzalez	Date 9/5/07

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
GBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: ALMA GARDENING CO.

My County (WebVen) Vendor Number:

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input checked="" type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): <u>3</u>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino	<u>1</u>				<u>2</u>	
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	<u>100</u> %	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: <u>Santiago Gonzalez</u>	Title: <u>OWNER</u>	Date: <u>9/5/07</u>
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GAIN/GROW EMPLOYMENT COMMITMENT

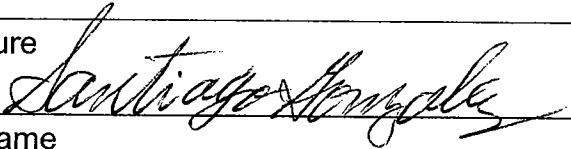
The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

- ☒ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature 	Title owner
Firm Name ALMA GARDENING CO.	Date 9/5/07

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

88 ALMA GARDENING COMPANY

Address

2583 W. Sierra Hwy, Acton CA 93510

Internal Revenue Service Employer Identification Number

95-4225-748

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

☒☐

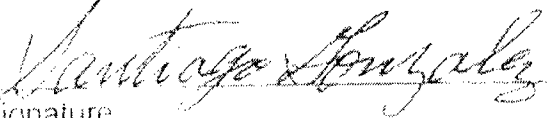
OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

☐☒

Signature

Date



9/5/07

SANTIAGO GONZALEZ, OWNER

Name and Title (please type or print)

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

88 ALMA GARDENING COMPANY

Address

2583 W. Sierra Hwy. Acton. CA 93510

Internal Revenue Service Employer Identification Number

95-4225-748

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

X

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OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

()

X

Signature

Date

Name and Title (please type or print)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME: <u>ARMA GARDENING COMPANY</u>		
COMPANY ADDRESS: <u>2583 W. Sierra Hwy</u>		
CITY: <u>Acton</u>	STATE: <u>CA</u>	ZIP CODE: <u>93510</u>

☒ I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME: <u>SANTIAGO GONZALEZ</u>	TITLE: <u>OWNER</u>
SIGNATURE: <u>Santiago Gonzalez</u>	DATE: <u>9/5/07</u>

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

- ☒ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$11.84 per hour** per employee.
- ☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$2.20 per hour** per employee. I will pay an hourly wage of not less than **\$9.64 per hour** per employee.

Health Plan(s):

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☐ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME:

ALMA GARDENING COMPANY

I declare under penalty of perjury under the laws of the State of California that the above information is true and correct:

SIGNATURE:

Santiago Gonzalez

DATE:

9/5/07

PLEASE PRINT NAME:

Santiago Gonzalez

TITLE OR POSITION:

owner

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

- ☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☒ I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- ☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal; **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

- ☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- ☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years; **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Santiago Gonzalez
Owner's/Agent's Authorized Signature

Santiago Gonzalez, Owner
Print Name and Title

AMA GARDENING COMPANY
Print Name of Firm

9/5/07
Date

FORM LW-5

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- ☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- ☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner's/AGENT's Authorized Signature:
City, State, Zip Code	Print Name and Title:

Public Entity Name	
Public Entity Address:	Street Address:
	City, State, Zip:
Case Number/Date Claim Opened:	Case Number:
	Date Claim Opened:
Name and Address of Claimant:	Name:
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

- ☐ Additional Pages are attached for a total of _____ pages.

PROPOSER: ALMA GARDENING COMPANY

[illegible]

All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County. Minimum cost for health insurance is \$1.14/hour if hourly wage rate is between \$8.32 and \$9.46, unless exemption from Living Wage requirements has been granted by the County.

This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate. I make this declaration as a condition of my proposal.

SANTIAGO GONZALEZ
Name of Proposer

Signature 10/17/2007
Date

PROPOSER: ARMA GARDENING COMPANY

POSITION/TITLE * (LIST EACH EMPLOYEE SEPARATELY)	HOURS PER DAY							HOURS PER WEEK	ANNUAL HOURS	HOURLY WAGE RATE	ANNUAL COST
	SUN	MON	TUE	WED	THU	FRI	SAT				
Santiago Gonzalez					8	8		16	832	20.1	\$ 16,640
Francisco Herrera					8	8		16	832	12.00	\$ 9,984
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
											\$
Comments/Notes:											\$
										Total Annual Salaries	\$ 26,624
											\$ 1,025.-
											\$
										(1) Vacations, Sick Leave, Holiday	\$
										(2) Health Insurance **	\$
										(3) Payroll Taxes & Workers' Compensation	\$
										(4) Welfare and Pension	\$ 4,000.-
											\$
										Total Annual Employee Benefits (1+2+3+4)	\$ 5,025
										(5) Equipment Costs	\$
										(6) Service and Supply Costs	\$ 2,500
										(7) General and Administrative Costs	\$ 2,500
										(8) Profit	\$ 4,000
											\$ 1,266
										Total Annual Other Costs (5+6+7+8)	\$ 10,266
											\$
										TOTAL ANNUAL PRICE	\$ 41,915

* All employees shown must be FULL-TIME employees of the proposer, unless exemption to use Part-Time employees has been granted by the County.

** Minimum cost for health insurance is \$2.20/hour if hourly wage rate is between \$9.64 and \$11.84, unless exemption from Living Wage requirements has been granted by the County.

This cost methodology is to show, in detail, how the Proposer arrived at the proposed contract price. This methodology is to reflect employee classifications to be used (e.g., landscape maintenance laborer, working supervisor, etc.); hours to be worked daily, weekly, and annually by each classification; hourly and annual wages to be paid to each classification; estimated annual payroll taxes; estimated annual allowances for vacation, sick, holiday, health and welfare, and pension. Proposer's costs for insurance, supplies, equipment, overhead, and any other miscellaneous costs are to be shown as requested. These costs, plus the gross labor costs and projected profit, should total to the Proposer's annual price as quoted in Form PW-2, Schedule of Prices. The above information was compiled from records that are available to me at this time and I declare under penalty of perjury that the information is true and accurate to the best of my knowledge and belief.

SANTAGO GONZALEZ
Name of Proposer

Signature Dr. Diego X. Gonzalez Date 9/5/07

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS

FORM LW-9

INSTRUCTIONS

The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.

Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in this questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach a sample copy of timesheet, paycheck, and pay stub.

ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT.
IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>1. TRACKING HOURS WORKED</p> <p>1.1. How does the Proposer track employee hours actually worked?</p> <p>1.2. Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?</p> <p>1.3. If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?</p>	<p>1.1 Employees sign in on a sheet the time they arrive at the job site & sign out when they leave the job site.</p> <p>1.2. Employees begin their time @ the work site.</p> <p>1.3. The employee's shift begins when they arrive at the work site.</p>

QUESTION	RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
<p>2. REPORTING TIME</p> <p>How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?</p>	<p>Sign in sheets are collected weekly. Usually the owner is on site as well.</p>
<p>3. RECORDS OF ACTUAL TIME WORKED</p> <p>3.1. What records are created to document the beginning and ending times of employee's actual work shifts?</p> <p>3.2. What records are maintained by the Proposer of actual time worked?</p> <p>3.3. Are the records maintained daily or at another interval (indicate the interval)?</p> <p>3.4. Who creates these records (e.g., employee, supervisor, or office staff)?</p> <p>3.5. Who checks the records, and what are they checking for?</p> <p>3.6. What happens to these records?</p> <p>3.7. Are they used as a source document to create Proposer's payroll?</p> <p>3.8. ATTACH COPIES OF THESE RECORDS.</p>	<p>All records are kept on file by the owner of the company and used as supporting documentation for payroll reports.</p> <p>Payroll reports are processed by ADP. a payroll service and all files are kept both by the owner & the company's bookkeeper.</p>

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.	
<p>QUESTION</p> <p>4. OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)</p> <p>4.1. If records of actual time worked are not used to create payroll, what is the source document that is used?</p> <p>4.2. Who prepares and who checks the source document?</p> <p>4.3. Does the employee sign it?</p> <p>4.4. Who approves the source document, and what do they compare it with prior to approving it?</p>	<p>N/A - only sign in sheets are used and kept on file along with final payroll reports.</p>
<p>5. BREAKS</p> <p>5.1. How does the Proposer know that employees take mandated breaks and meal breaks (periods)?</p> <p>5.2. Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?</p> <p>5.3. If so, who prepares, reviews, and approves such documentation?</p>	<p>Given the nature of the work, employees are flexible to take breaks when needed. The owner is usually on site and ensures that breaks & lunches are taken.</p>

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

QUESTION

9. TRAVEL TIME

- 9.1. How is travel time during an employee's shift paid?
- 9.2. At what rate is such travel time paid if the employee has multiple wage rates?
- 9.3. Discuss how the Proposer calculates the day's wages for each situation described in the following two examples:
- During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate.
 - During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are also paid the County's Living Wage rate.

N/A - travel time is not factored into the employees shift.

10. OVERTIME

- 10.1. How does the Proposer calculate overtime wages?
- 10.2. What if the employee has multiple wage rates?

No overtime wages - all employees are on salary.

DATED: 9/5/07

PROPOSER'S SIGNATURE: Santiago Gonzalez

Employee Information			Earnings	Hours	YTD	Taxes	Overrides	YTD	Deductions	Per Pay Amount	YTD	Direct Deposit
GONZALEZ, ANSELMO 17942 ROSCOE BLVD. NORTHBRIDGE, CA 91325 Salary: 850.00 SS#: XXX-XX-5914			#0002 Gross SALARY Gender: M		13,010.00 13,010.00	SS:Med Fed Wt CA State CA DIS CA UNEMP Credit Weeks: 37	Single Yr	338.27 1,435.48 156.09 79.08				
IBARRA, FRANCISCO 13223 DEFOE AVE. SYLMAR, CA 91342 Salary: 750.00 SS#: XXX-XX-7861			#0001 Gross SALARY Gender: M		13,070.00 13,070.00	SS:Med Fed Wt CA State CA DIS CA UNEMP Credit Weeks: 37	Single Yr	339.80 339.80 3.90 79.42				
CLIENT TOTALS			Gross SALARY		26,080.00 26,080.00	SS:Med Fed Wt CA State CA DIS		1,995.13 1,905.45 169.58 156.48				
2 Active 0 Terminated 0 Leave 2 Total												

Client: V61

SANTIAGO GONZALES

Period Covered: 08.16.2007 - 08.31.2007
Check Date: 09.04.2007

Master List

Run: 17
Week: 36

Employee Information		Earnings	Rate	Hours	Amount	Federal Taxes	State/Local Taxes	Deductions	Net Pay	Check Number
GONZALEZ ANSELMO Salary Change	#0002 Single/00	Gross SALARY			850.00	SS/Med Fed Wt	65.03 CA State 95.35 CA DIS	12.48 5.10	Net Pay	672.01
	#0001 Single/03	Gross SALARY			910.00	SS/Med Fed Wt	59.62 CA State 40.63 CA DIS	3.50 5.48	Net Pay	790.79
Department Totals		Gross SALARY			1,760.00	SS/Med Fed Wt	134.65 CA State 136.01 CA DIS	15.98 10.58	2 Pays	1462.80
CLIENT TOTALS		Gross SALARY			1,760.00	SS/Med Fed Wt	134.65 CA State 136.01 CA DIS	15.98 10.58	2 Chks	1,462.80
Payroll Statistics		Employees Paid:	2							
		Active Employees Not Paid:	0							
		Terminated Employees Paid:	0							

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FORM PW-3

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:	Western Exterminator Co		
Company Address:	305 N. B. Crescent Way		
City:	Anaheim	State:	CA
Zip Code:	92801		
Telephone Number:	714-517-9000		
(Type of Goods or Services):	Pest Control Service		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program is Not Applicable to My Business

☒ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Edith Akson	Title:	Human Resources Manager
Signature:	Edith Akson	Date:	10-15-07

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FORM PW-4

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR:
SERVICE BY PROPOSER
PROPOSAL DATE:

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5. CALENDAR YEARS PRIOR TO CURRENT YEAR

	2002	2003	2004	2005	2006	Total	Current Year to Date
1. Number of contracts.							
2. Total dollar amount of Contracts (in thousands of dollars).							
3. Number of fatalities.	0	0	0	0	0	0	
4. Number of lost workday cases.	47	40	42	31	38	198	
5. Number of lost workday cases involving permanent transfer to another job or termination of employment.	36	37	40	20	26	159	
6. Number of lost workdays.	1129	971	1505	766	757	5,128	

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.



Name of Proposer or Authorized Agent (print)

Signature

Date

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FORM PW-5

CONFLICT OF INTEREST CERTIFICATION

1. Debbie Byrne☐ sole owner☐ general partner☐ managing member☒ President, Secretary, or other proper title) Vice President/General Managerof Western Exterminator Company
Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed

Debbie Byrne

Date

10-15-07

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FORM PW-7

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

Proposer's Name	Western Exterminator Co
Address	305 N. Crescent Way, Anaheim, CA 92801
Internal Revenue Service Employer Identification Number	95-1716377

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

1.	The proposer has a written policy statement prohibiting any discrimination in all phases of employment.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
2.	The proposer periodically conducts a self-analysis or utilization analysis of its work force.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
3.	The proposer has a system for determining if its employment practices are discriminatory against protected groups.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
4.	Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables.	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Proposer	Western Exterminator Co	
Authorized representative	Edith Alson, Human Resources Manager	
Signature	Edith Alson	Date 10/15/07

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FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Western Exterminator
 My County (WebVen) Vendor Number: Unknown Subcontractor only

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☒ I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
☐ I AM As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): <u>1078</u>						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			2		19	14
Hispanic/Latino			20	1	315	75
Asian or Pacific Islander			2	1	28	13
American Indian					3	2
Filipino						
White	9	2	65	11	387	109

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	76.88 %
Women	%	%	%	%	%	23.12 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: [Signature] Title: Vice President Date: 10-15-07

FORM PW-10

GAIN/GROW EMPLOYMENT COMMITMENT

The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and/or General Relief Opportunity for Work (GROW) employment programs.

OR

- ☒ declares a willingness to consider GAIN/GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN/GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

Signature <i>Edith Alsos</i>	Title <i>Human Resources Manager</i>
Firm Name <i>Western Exterminator Co</i>	Date <i>10/15/07</i>

FORM PW-12

CHARITABLE CONTRIBUTIONS CERTIFICATION

Western Exterminator Company
Company Name corp address
305 N Crescent way Anaheim CA 92801
Address
95-1716377
Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION

YES

NO

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

☒☐

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Debbie Byrne 10-15-07
Debbie Byrne - Vice Pres, Ject
Name and Title (please type or print)

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FORM LW-2

COUNTY OF LOS ANGELES LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the RFP is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. **To apply, complete and submit this form to Public Works seven days prior to the due date for proposals.** Upon review of the submitted Application for Exemption, Public Works will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name:			
Company Address:			
City:		State:	Zip Code:
Telephone Number:	Facsimile Number:		E-mail Address:
Awarding Department:			Contract Term:
Type of Service:			
Contract Value/Amount:			Contract Number (if any):

I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim and **SUBMIT SEVEN DAYS PRIOR TO THE DEADLINE FOR SUBMISSION OF PROPOSALS TO PUBLIC WORKS OR FAX TO (626) 458-4194**):

- ☐ My business is a nonprofit corporation qualified under Internal Revenue Code Section 501(c)(3) (you must attach the IRS Determination Letter).
- ☐ My business is a Small Business (as defined in the Living Wage Ordinance—you must attach your company's two most recent tax year returns and last state payroll tax return) which is not an affiliate or subsidiary of a business dominant in its field of operation AND during the contract period will have 20 or fewer full- and part-time employees; AND
- ☐ Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; OR
- ☐ Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.
- ☐ My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

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FORM LW-2 - APPLICATION FOR EXEMPTION (continued)

- ☐ My business is subject to a bona fide Collective Bargaining Agreement (*you must attach the agreement*); AND
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; OR
- ☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business - Collective Bargaining Agreement):

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

- ☐ ~~Either the contractor or the employees' collective bargaining unit have~~ a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s): _____

Health Premium Amount Paid by Employer: _____

Health Premium Amount Paid by Employee: _____

Health Benefit(s) Payment Schedule:

- ☐ Monthly ☐ Quarterly ☐ Bi-Annual
- ☐ Annually ☐ Other (Specify): _____

- ☐ ~~Neither the contractor nor the employees' collective bargaining unit have~~ a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

FORM LW-3

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

Contractor Living Wage Declaration

The contract to be awarded pursuant to this Request for Proposals (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to Public Works before the deadline to submit proposals.

If you are not exempt from the Program, please check the option that best describes your intention to comply with Program.

- ☐ ** I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage of not less than \$11.84 per hour per employee.
- ☒ ** I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan less than \$2.20 per hour per employee. I will pay an hourly wage of not less than \$11.84 per hour per employee.
- ☐ ** I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan at least \$2.20 per hour per employee. I will pay an hourly wage of not less than \$9.64 per hour per employee.

Health Plan(s): BLUE CROSS / KAWER

Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☐ Monthly

☐ Quarterly

☐ Bi-Annual

☐ Annually

☐ Other: _____ (Specify)

PLEASE PRINT COMPANY NAME: <u>WESTERN EXTERMINATOR COMPANY</u>	
I declare under penalty of perjury under the laws of the State of California that the above information is true and correct.	
SIGNATURE: <u>David Chwester</u>	DATE: <u>10/16/07</u>
PLEASE PRINT NAME: <u>DAVID CHWESTER</u>	TITLE OR POSITION: <u>CONTROLLER</u>

FORM LW-4

**COUNTY OF LOS ANGELES LIVING WAGE PROGRAM
ACKNOWLEDGMENT AND STATEMENT OF COMPLIANCE**

The undersigned individual is the owner or authorized agent of the business entity or organization (Firm) identified below and makes the following statements on behalf of his or her Firm. **CHECK EACH APPLICABLE BOX.**

LIVING WAGE ORDINANCE:

- ☒ I have read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understand that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

- ☒ I have read the provisions of the RFP describing the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understand that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS :

A "Labor Law/Payroll Violation" includes violations of any Federal, State, or local statute, regulation, or ordinance pertaining to wages, hours, or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- ☒ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal: **OR**
- ☐ The Firm **HAS** been named in a complaint, claim, investigation, or proceeding relating to a alleged Labor Law/Payroll Violation which involves an incident occurring within three years of the date of the proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law/Payroll Violations (Check One):

- ☒ There **HAS BEEN NO** determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation: **OR**
- ☐ There **HAS BEEN** a determination by a public entity within the three years of the date of the proposal that the Firm committed a Labor/Payroll Violation. I have attached to this form the required Labor/Payroll/ Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- ☒ The Firm **HAS NOT** been debarred by any public entity during the past ten years: **OR**
- ☐ The Firm **HAS** been debarred by a public entity within the past ten years. Provide the pertinent information (including each public entity's name and address, dates of disbarment, and nature of each debarment) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's/Authorized Signature

DAVID CHIDEPERON
Print Name and Title

Correction

Print Name of Firm

WESTERN EXTERMINATOR COMPANY

Date

10/16/07

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FORM LW-5

**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
LABOR/PAYROLL/DEBARMENT HISTORY**

The Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):

- ☐ An alleged claim, investigation, or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three years of the date of the proposal.
- ☐ A determination by a public entity within three years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation.
- ☐ A debarment by a public entity listed below within the past ten years.

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner's/AGENT's Authorized Signature:
City, State, Zip Code:	Print Name and Title:

Public Entity Name	
Public Entity Address:	Street Address:
	City, State, Zip:
Case Number/Date Claim Opened:	Case Number:
	Date Claim Opened:
Name and Address of Claimant:	Name:
	Street Address:
	City, State, Zip:
Description of Work: (e.g., Janitorial)	
Description of Allegation and/or Violation:	
Disposition of Finding: (attach disposition letter) (e.g., Liquidated Damages, Penalties, Debarment, etc.)	

☐ Additional Pages are attached for a total of 0 pages.

P:\ASEPUB\CONTRACT\CONTRACTING FORMS\WFP\4 TOP-PROFA-10-06.DOC\DOC PW Rev. 12/2002

WAGE AND HOUR RECORD KEEPING FOR LIVING WAGE CONTRACTS
FORM LW-9

INSTRUCTIONS	
<p>The contractor selected through this RFP process will be required to comply with State and Federal labor regulations and record keeping requirements. The objective of this questionnaire is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area (Part I, Section 4.D, Evaluation Criteria), it is critical that the Proposer submit a detailed description of the processes and the steps associated with those processes.</p> <p>Answer all questions thoroughly and in the same sequence as provided below. If a question is not applicable, indicate with "N/A" and explain why such question is not applicable. Provide additional details to ensure a clear picture of the Proposer's processes and controls. As used in the questionnaire, the term Proposer includes the business entity that will provide the proposed services. Attach a sample copy of timesheet, paycheck and pay stub.</p> <p>ADDITIONAL PAGES MAY BE ATTACHED OR RESPONSES CAN BE PROVIDED IN A SEPARATE DOCUMENT. IDENTIFY EACH RESPONSE BY THE CORRESPONDING QUESTION NUMBER.</p>	

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.	
QUESTION	
1. TRACKING HOURS WORKED	
1.1 How does the Proposer track employee hours actually worked?	N/A OUR WAGES ARE IN COMPLIANCE WITHOUT HAVING TO ADJUST PAY SCALES FOR THIS CONTRACT.
1.2 Where do the Proposer's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite?	
1.3 If the employees report to a central site with travel to the worksite, when does the Proposer consider the employees' shift to have started? At a central site or upon arrival at the work location?	

FORM LW-9

QUESTION		RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
2.	REPORTING TIME How does the Proposer know employees actually reported to work and at what time? For example, sign-in sheets, computerized check in, call-in system, or some other method?	
3.	RECORDS OF ACTUAL TIME WORKED	
3.1	What records are created to document the beginning and ending times of employee's actual work shifts?	
3.2	What records are maintained by the Proposer of actual time worked?	
3.3	Are the records maintained daily or at another interval (indicate the interval)?	
3.4	Who creates these records, and what are they checking for?	
3.5	Who checks the records, and what are they checking for?	
3.6	What happens to these records?	
3.7	Are they used as a source document to create Proposer's payroll?	
3.8	ATTACH COPIES OF THESE RECORDS	

FORM LW-9

QUESTION		RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.
4.	OTHER RECORDS USED TO CREATE PAYROLL (IF ANY)	
4.1	If records of actual time worked are not used to create payroll, what is the source document that is used?	
4.2	Who prepares and who checks the source document?	
4.3	Does the employee sign it?	
4.4	Who approves the source document, and what do they compare it with prior to approving it?	
5.	BREAKS	
5.1	How does the Proposer know that employees take mandated breaks and meal breaks (periods)?	
5.2	Does the Proposer maintain any written supporting documentation to validate that the breaks actually occurred?	
5.3	If so, who prepares, reviews, and approves such documentation?	

FORM LW-9

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

QUESTION

6. **HOW PAYROLL IS PREPARED**
- 6.1 Discuss how the Proposer's payroll is prepared and how the Proposer ensures that employee wages are appropriately paid.
- 6.2 How are employees paid (e.g. manually issued check, cash, automated check, or combination of methods)?
- 6.3 If by check, do they receive a single check for straight time and overtime or are separate payments made?
- 6.4 What information is provided on the check (e.g. deductions for taxes, etc.)?
- 6.5 ATTACH A COPY OF A PAYCHECK AND PAY CHECK STUB THAT SHOWS DEDUCTION CATEGORIES (COVER UP OR BLOCK QUI BANK ACCOUNT INFORMATION AND ANY EMPLOYEE INFORMATION)

FORM LW-9

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

QUESTION

7. MANUAL PAYROLL SYSTEM

If the Proposer uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check.

If the employee has multiple wage rates (i.e. County's Living Wage rate for County work and the Proposer's standard rate for other non County work), how does the person preparing the payroll calculate total wages paid?

8. AUTOMATED PAYROLL SYSTEM

If the Proposer uses and automated payroll system or contract for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll.

If the employee has multiple wage rates (i.e. County's Living Wage rate for County work and the Proposer's standard rate for other non County work), how does the automated payroll system calculate total wages paid?

Is the calculation embedded in the software program, or does someone have to override the system to perform the calculation?

RESPOND HERE OR ATTACHED NUMBERED RESPONSES IF MORE SPACE IS NEEDED.

QUESTION	
9.	TRAVEL TIME
9.1	How is travel time during and employee's shift paid?
9.2	At what rate is such travel time paid if the employee has multiple wage rates?
9.3	Discuss how the Proposer calculates the day's wages for each situation described in the following two examples: a. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four hours, where they are paid at a different rate than the County's Living Wage rate. b. During a single shift, an employee works three hours at a work location under a County Living Wage contract, then travels and hour to another work location to work four hours, where they are also paid a County Living Wage rate.
10.	OVERTIME
10.1	How does the Proposer calculate overtime wages?
10.2	What if the employee has multiple wage rates?

DATED: _____

PROPOSER'S SIGNATURE: _____

ATTACHMENT B**Bid Detail Information**

Bid Number : PW-ASD 686
Bid Title : ANTELOPE VALLEY LANDSCAPE MAINTENANCE SERVICES (2007-PA062)
Bid Type : Service
Department : Public Works
Commodity : GROUNDS MAINTENANCE: MOWING, EDGING, PLANT (NOT TREE) TRIMMING, ETC.
Open Date : 8/9/2007
Closing Date : 8/22/2007 2:00 PM
Bid Amount : \$ 44,400
Bid Download : Not Available
Bid Description : PLEASE TAKE NOTICE that Public Works requests proposals for a contract for the Antelope Valley Landscape Maintenance Services (2007-PA062). The total annual contract amount of this service is estimated to be \$44,400. If not enclosed with this letter, the Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be requested by accessing this link at [ftp://dpwftp.co.la.ca.us/solicitationdocuments/AVLandscape2.pdf](http://dpwftp.co.la.ca.us/solicitationdocuments/AVLandscape2.pdf) or from Ms. Tami Maldonado at (626) 458 4080, Monday through Thursday, 7 a.m. to 5 p.m.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document, including, but not limited to, submitting copies of the Proposer's and/or subcontractor's valid California Landscaping (C-27) Contractor's License, California Qualified Applicator License, and California Pest Control Business License.

A Proposers' Conference will be held on Wednesday, August 22, 2007, at 2 p.m. at Road Maintenance District 5 Headquarters, 38126 North Sierra Highway, Palmdale, California 93550, in the Conference Room. A mandatory walk-through for Road Maintenance District 5 Headquarters will be conducted immediately following the conference. Proposers have the option of viewing the other work locations at their convenience but will not be granted access inside the work locations. ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE AND WALK-THROUGH FOR ROAD MAINTENANCE DISTRICT 5 HEADQUARTERS IS MANDATORY. Public Works will reject proposals from those whose attendance at the conference and walk-through cannot be verified. Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference and walk-through, it may be impossible to respond to further requests for information.

The deadline to submit proposals is Wednesday, September 5, 2007, at 5:30 p.m. Please direct your questions to Ms. Maldonado at the number above.

Contact Name : Ms. Tami Maldonado
Contact Phone# : (626) 458-4080
Contact Email : tmaldonado@dpw.lacounty.gov
Last Changed On : 8/9/2007 6:10:31 PM

[Back to Last Window](#)

FORM PW-9

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: ALMA GARDENING CO.

My County (WebVen) Vendor Number:

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input checked="" type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (Please Specify):					
Total Number of Employees (including owners): <u>3</u>					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
Race/Ethnic Composition	Owner/Partner/Shareholder		Manager		Employee
	Male	Female	Male	Female	Male/Female
Black/African American					
Hispanic/Latino	<u>1</u>				<u>2</u>
Asian or Pacific Islander					
American Indian					
Filipino					
White					

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	<u>100</u> %	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: <u>Antigone Gonzalez</u>	Title: <u>OWNER</u>	Date: <u>9/5/07</u>
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OCT 11, 2007 04:38A

ATTACHMENT C.2

FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME:

Western Extermination

My County (WebVen) Vendor Number:

Unknown Subcontractor only

I. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**☒ I AM NOT

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.

☐ I AM

As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:

☐ Sole☐ Partnership☒ Corporation☐ Nonprofit☐ Franchise☐ Other (Please Specify):

Total Number of Employees (including owners):

1078

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American			2		19	14
Hispanic/Latino			20	1	315	75
Asian or Pacific Islander			2	1	28	13
American Indian					3	2
Filipino						
White	9	2	65	11	387	109

III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	76.88 %
Women	%	%	%	%	%	23.12 %

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. **DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature:

Dale He

Title:

Vice President

Date:

10-15-07

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

FIRM NAME: Far East Landscape and Maintenance

My County (WebVen) Vendor Number: 05188101

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

<input type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input checked="" type="checkbox"/> I AM	
<input checked="" type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input checked="" type="checkbox"/> Sole	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise
<input type="checkbox"/> Other (Please Specify):					
Total Number of Employees (including owners): <u>20</u>					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:					
	Owner/Shareholder/Associate Partner		Manager		Staff
	Male	Female	Male	Female	Male/Female
Black/African American					
Hispanic/Latino			1		17
Asian or Pacific Islander	1			1	
American Indian					
Filipino					
White					


III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	100 %	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Other
MTA	X		X		12/09
State of California	X				01/08

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: 	Title: <u>OWNER</u>	Date: <u>08/27/07</u>
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